

Professional Agreement

between

Oregon Nurses Association

and

Samaritan Pacific Health Services, Inc.

Effective July 1, 20~~17~~¹⁴ through June 30, 20~~20~~¹⁷

ONA → Samaritan Pacific Communities Hospital	Date of Proposal: ____/____/____
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PREAMBLE

THIS AGREEMENT, between the OREGON NURSES ASSOCIATION, hereinafter called the "Association," and SAMARITAN PACIFIC HEALTH SERVICES, INC., 930 SW Abbey Street, Newport, Oregon, 97365, hereinafter called the "Employer" or the "Hospital," seeks to facilitate the achievement of the parties' mutual goal of quality patient care, by setting forth below agreed upon equitable employment conditions including a peaceful procedure for the resolution of disputes.

Nothing in this Agreement shall serve to reduce benefits enjoyed by nurses employed by the Hospital at the time of signing the Agreement unless such benefits have been reduced by negotiation.

ARTICLE 1. NO STRIKE/NO LOCKOUT

- A. No Strike. The Employer and the Association realize that a hospital is different in its operation from industries because of its services rendered to the community and for humanitarian reasons, and agree for the duration of this Agreement that neither the Association nor its agents or representatives nor any members of the bargaining unit shall call, authorize, instigate, encourage, condone, sanction or take part in any strike, work stoppage, sympathy strike, slowdown, or picketing (including "informational" picketing).
- B. No Lockout. There will be no lockout of employees covered by this Agreement by the Employer as a consequence of any labor dispute arising during the period of this Agreement.

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ARTICLE 2. DEFINITIONS

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- A. "Nurse" is an individual who is licensed by the State of Oregon as a registered nurse and is employed by Hospital under the terms of this Agreement. A nurse is responsible for assessing, planning, ordering, giving, delegating, teaching, and/or supervising the care of patients, and for seeing the requirements and policies of the Employer are followed. This definition shall not be interpreted as conferring supervisory status upon nurses under applicable labor laws.
- B. "Regular Nurse" is a nurse who is employed by Hospital on a full-time or part-time basis. Notwithstanding any other provision of this Agreement to the contrary, only regular nurses qualify for any of the benefits under the remaining provisions of this Agreement, except those specifically applicable to per diem or relief employees.
- C. "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. is a nurse who is regularly scheduled to work thirty-two (32) or more hours per week.~~
- D. "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 provided in Article 8. Nurses working .5 to .79 shall be granted benefits consistent with part-time employees as provided in Article 8. is a nurse who is regularly scheduled to work at least twenty 20 hours but less than thirty-two (32) hours per week.~~
- E. "Relief Nurse" ~~is a nurse who is regularly scheduled to work less than 20 hours per week.~~

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1 F. "Per Diem Nurse" ~~is a nurse who is not regularly scheduled, but is required to be~~
2 ~~available to the Hospital for at least three (3) scheduled open shifts per month~~
3 ~~and one (1) recognized holiday per year. A nurse who is not assigned to an FTE~~
4 ~~but provides coverage on an intermittent or as needed basis. The hospital shall~~
5 ~~utilize per diem nurses to maintain adequate staffing levels during periods of high~~
6 ~~patient census, vacations, illness, and accommodating regular nurse's work~~
7 ~~schedules. These nurses do not have a regular work schedule but must be~~
8 ~~available to work per department policy. This may require commitment to work a~~
9 ~~minimum number and/or type of shifts. Nurses who do not meet departmental~~
10 ~~availability obligations for a period of three (3) months may be terminated.~~

11
12 G. "Temporary Nurse" is a nurse employed as an interim replacement or for
13 temporary work on a limited duration assignment which does not extend beyond
14 three (3) calendar months. Upon request, the hospital will provide a list of nurses
15 in a temporary capacity. If a nurse is subsequently hired into a regular bargaining
16 unit position, hours previously worked will be applied to the introductory period.

17 H. "Introductory Period" is defined as the first six (6) months ~~of employment for~~
18 ~~newly hired experienced nurses, or four hundred eighty-eight (488) hours worked~~
19 ~~for per diem and relief nurses, whichever is longer.~~ Graduate nurses who are
20 newly hired into a specific internship or mentored program will commence the
21 introductory period upon successful completion of applicable program.

22
23 I. "Annual Increment" is defined as the step increase awarded to the nurse on the
24 first day of the first month following the completion of an employment year, or
25 sooner as provided under Article 4 of this Agreement.

26
27 J. "Seniority Date" is the date on which a nurse enters the bargaining unit.
28 If a nurse has the same seniority date the following methods will be used to
29 break a tie:
30 a. Seniority within the Department

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- 1 b. Hospital Wide Seniority
- 2
- 3 c. Seniority within Samaritan Health Services
- 4
- 5 d. Date of the original Oregon RN licensure
- 6
- 7 e. Lowest Oregon RN license number.
- 8
- 9 K. "Hourly Rate of Pay" is the nurse's rate of pay under 4.B, unless otherwise
- 10 specified in this Agreement.
- 11
- 12 L. "On Call" is the period during which a nurse is expected to be available to the
- 13 Hospital.
- 14
- 15 M. "Charge Nurse" is a nurse designated by the Employer to provide leadership
- 16 support to a nursing department for one or more shifts, as a nurse
- 17
- 18 N. "Clinical Coordinator" is a nurse who, within the nurse's department, assists both
- 19 other staff and the nurse manager in the everyday function of the nursing unit.
- 20
- 21 M. "Variable Shift/Position" is a nurse who is assigned to work variable day's shifts
- 22 prior to 1159 or variable night shifts after 1300 or variable/variable shift. Prior to
- 23 starting, the nurse will have a signed document understanding that their
- 24 position/shift is variable. A nurse assigned a variable shift/position will also be
- 25 assigned to a full-time or part-time status, unless the nurse is a per diem.

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ARTICLE 3. RECOGNITION

- A. The Employer recognizes the Association as the sole and exclusive representative for collective bargaining purposes for all nurses employed by the Hospital, excluding supervisors, confidential ~~employees, employees, and~~ registered nurses serving in an administrative capacity, nurse practitioners, CRNAs, certified nurse midwives, and registered nurses not working in positions within the definition of 2.A above.
- B. A newly hired Registered Nurse, after the thirtieth (30th) day following attendance at New Hire Orientation, as a condition of employment, must:
 - 1. Become and remain a member of the Association in good standing (ONA member), or
 - 2. Pay to the Association a fair share amount, as determined by the Association Fair Share payer), or
 - 3. Exercise his/her right of non-membership because of a bona fide religious tenet or teaching of a church or religious body of which the nurse is a member (Religious objector). Registered Nurses must notify the Association in writing of a desire to change membership status. Such a request must be mailed to the attention of the Membership Coordinator at:

Oregon Nurses Association
 18765 SW Boones Ferry Road Suite 200
 Tualatin, OR 97062

C. PAYROLL DEDUCTION: The Hospital agrees to deduct monthly dues and fair share payments in lieu of dues for those nurses who voluntarily authorize such deductions. The Hospital will promptly remit deducted monies monthly to the Association together with a list of nurses from whom deductions were made. In exchange, the Association agrees to save and hold the Hospital harmless from any damages or injuries which might occur through errors and omissions on its

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1 part in administering this clause. The Association shall indemnify and hold the
2 Hospital harmless against any and all claims, demands, costs (direct or indirect),
3 suits or other forms of liability which are related in any way to action taken or not
4 taken by the Hospital for the purposes of complying with any of the provisions of
5 this Article.

6
7 D. A nurse who objects to payment of dues or payment in lieu of dues to
8 Association based on a religious tenet or teaching against joining or financially
9 supporting labor organizations shall not be required to join or financially support
10 the Association. However, the nurse, instead of such payments to the
11 Association, will pay sums equal to the Association's 'payment in lieu of dues'
12 amount to a non-religious charity. The nurse will either meet with an Association
13 representative or send a written statement to the Association, to set forth the
14 nurse's objection(s). Upon request, the nurse will furnish the Employer and the
15 Association with proof of such charitable payment.

16
17 E. The Hospital will provide the Association during the months of January and July
18 with a list of bargaining unit nurses that includes each nurse's name, employee
19 identification number, address, FTE status, home unit, shift, level of seniority,
20 year to date actual hours worked, date of hire and telephone number on file with
21 the Hospital, ~~_, FTE status, home unit, shift and level of seniority.~~

22 1. The Hospital will provide the Association monthly with a list of nurses who
23 were added to the bargaining unit or left the bargaining unit that includes
24 each such nurse's name, employee identification number, address, and
25 telephone number on file with the Hospital, FTE status, home unit, shift
26 and level of seniority.

27
28 F. ~~Upon request, the~~ The Hospital will provide ~~for up to~~ thirty (30) minutes during
29 new hire nursing orientation for an Association representative, to discuss the
30 Association with new bargaining unit nurses. Professional Development

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1 produces the schedule of new hire orientations for a calendar year in January of
 2 that year which is available on-line.

3
 4 G. The employer will allow designated union representative paid Union time when
 5 representing bargaining unit members at management called investigatory and
 6 disciplinary meetings.

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ARTICLE 4. COMPENSATION

A. Minimum wage rates for all nurses shall be as provided in the wage schedule as it appears below. Nothing in this agreement shall be construed to prohibit the Employer from paying compensation above the minimum specified below or, if such higher compensation is paid, to reduce the compensation to no less than the minimum described in the contract.

B. Wage Increases

~~Effective the first day of the first pay period following ratification August 21, 2017,~~ Registered Nurses covered by this agreement shall receive a wage increase of ~~three two~~ percent (~~3% 2%~~) on all steps on the ~~revised existing~~ scale ~~plus the one time Wage Scale Restructure with an average value of 1.57%.~~

Effective the first day of the first pay period following July 1, 201~~8~~⁵, the wage scale hourly rate shall be increased ~~three percent (3%) two percent (2%)~~ on all steps on the ~~wage existing~~ scale.

Effective the first day of the first pay period following July 1, 201~~9~~⁶, the wage scale hourly rate shall be increased ~~three percent (3%) one percent (1%)~~ across the board.

Cont Step/Yrs Serv	Eff. Date % Inc.	Current	7/14/2014 2%	7/13/2015 2%	7/11/2016 4%
1=0 yrs	Step 1	32.27	32.92	33.58	33.91
2=1 yr	Step 2	33.24	33.91	34.59	34.93
3=2 yrs	Step 3	34.24	34.92	35.62	35.98
4=3 yrs	Step 4	35.27	35.97	36.69	37.06
5=4 yrs	Step 5	36.33	37.05	37.79	38.17
6=5 yrs	Step 6	37.42	38.16	38.93	39.32
7=6 yrs	Step 7	38.54	39.31	40.09	40.50
8=7 yrs	Step 8	39.69	40.49	41.30	41.71
11=10 yrs	Step 9	41.28	42.11	42.95	43.38
14=13 yrs	Step 10	42.93	43.79	44.67	45.11
17=16 yrs	Step 11	44.65	45.54	46.45	46.92

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20=19 yrs	Step 12	46.44	47.36	48.31	48.80
25=24 yrs	Step 13	48.29	49.26	50.24	50.75
30=29 yrs	Step 14	49.74	50.74	51.75	52.27

**Samaritan Pacific Communities Hospital
ONA Wage Table - Effective 7/1/17 through 6/30/20**

Step #	Before Ratification	8/21/2017* 3%*	7/9/2018 3%	7/8/2019 3%
Step 1	\$33.91	\$35.59	\$36.66	\$37.76
Step 2	\$34.93	\$36.66	\$37.76	\$38.89
Step 3	\$35.98	\$37.76	\$38.89	\$40.06
Step 4	\$37.06	\$38.89	\$40.06	\$41.26
Step 5	\$38.17	\$40.06	\$41.26	\$42.50
Step 6	\$39.32	\$41.26	\$42.50	\$43.77
Step 7	\$40.50	\$42.50	\$43.77	\$45.09
Step 8	\$41.71	\$43.77	\$45.09	\$46.44
Step 9	\$43.38	\$45.09	\$46.44	\$47.83
Step 10	\$45.11	\$46.44	\$47.83	\$49.27
Step 11	\$46.92	\$47.83	\$49.27	\$50.75
Step 12	\$48.80	\$49.27	\$50.75	\$52.27
Step 13	\$50.75	\$50.75	\$52.27	\$53.84
Step 14	\$52.27	\$52.27	\$53.84	\$55.45
Step 15	N/A	\$53.84	\$55.45	\$57.12

*8/21/17: 3% across-the-board increase plus Wage Scale
Restructure with an average increase of 1.6%

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C. ~~Relief and p~~Per diem nurses shall be paid a premium, in addition to the rates shown above, of fifteen percent (15%) in lieu of fringe benefits. Per diem ~~and relief nurses~~ shall remain eligible for all premiums, however, as any other nurse.

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D. Step Placement:

1. Start is the starting rate, except as provided in 4.D.8 Steps 1 through 8 shall be the rate after one year at the immediately preceding step, as further clarified in 4.D.6 and 4.D.7.
2. A nurse will qualify for movement to Step ~~9 through 12~~4 after spending no less than ~~two (2) three (3) years at Step 8 the previous step~~ and provided such nurse has worked no less than ~~2200-3300~~ hours for the Hospital at ~~the previous step. Step 8.~~
- ~~3. A nurse will qualify for movement to Step 14 after spending no less than three (3) years at Step 11 and provided such nurse has worked no less than 3300 hours for the Hospital at Step 11.~~
- ~~4. A nurse will qualify for movement to Step 17 after spending no less than three (3) years at Step 14 and provided such nurse has worked no less than 3300 hours for the Hospital at Step 14.~~
- ~~5.~~ A nurse will qualify for movement to Steps ~~13 through 15~~ 20 after spending no less than ~~five (5) three (3)~~ years ~~on the previous step at Step 17~~ and provided such nurse has worked no less than ~~5500-3300~~ hours for the Hospital at ~~the previous step. Step 17.~~
- ~~6. A nurse will qualify for movement to Step 25 after spending no less than five (5) years and provided such nurse has worked no less than 5500 hours at Step 20, except as set forth in Section 4.C.8 below.~~

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~~7.6. A nurse will qualify for movement to Step 30 after spending no less than five (5) years and provided such nurse has worked no less than 5500 hours at Step 25, except as set forth in Section 4.C.8 below.~~

~~48.~~ Nurses shall be granted a step increase, as described above, on their anniversary date of employment, provided the nurse's performance is satisfactory by meeting or exceeding performance standards and provided further that the remaining provisions of this section are met. This annual movement to Steps 1 through 8 shall be provided only if the nurse has completed 1,100 hours since the nurse's last anniversary date. If on the nurse's anniversary date, the nurse has not met the 1,100 hour requirement, advancement to the next such step shall not occur until the payroll period immediately following the nurse's completion of the 1,100 hour requirement.

9. Eligible hours under all steps of the salary range shall be defined to include all time worked, all sick leave bank hours paid by the Hospital, all paid holiday hours, all PTO paid by the Hospital, or any scheduled hours that were not worked as a result of mandatory absence time off. Eligible hours under this provision do not include regular on-call hours.

10. Newly hired nurses and transfers shall be hired at the most appropriate step on the wage scale, based on previous acute care hospital experience or, for home health/hospice hires, experience of a similar nature. Other RN experience will be credited on a 2:1 ratio. Newly hired and ~~nurses~~ ~~transfer nurses~~ will be placed on the SPCH scale at the step corresponding to the years of experience as ~~described~~ referenced in the wage table above, ~~except that no nurse shall be placed above Step 17.~~

E. Premiums:

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1. Scheduled Stand-By/On-Call Taken Above Regularly Scheduled Hours:
 On-call will be paid at the rate of four dollars and fifty cents (\$4.~~50~~) per hour. ~~Beginning the first day of the pay period following 7/1/15, the rate will increase to four dollars and twenty five cents (\$4.25).~~ Holiday on-call will be compensated at the rate of five dollars ~~four dollars and fifty cents~~ (~~\$ 5.00~~ ~~4.50~~) per hour. The on-call rate will be five dollars (\$5.00) per hour for full-time and part-time nurses in ~~OR, PACU, EDR,~~ and Home Health for scheduled standby/on-call hours ~~in excess of~~ more than 40 hours of scheduled standby/on-call in a pay period. Time actually worked when called in while on scheduled standby, beginning when the called-in nurse arrives for work, shall be paid at one and one-half (1½) times the nurse's regular straight time hourly rate of pay, in addition to any differentials that may apply pursuant to other provisions of this Agreement, for a minimum of three (3) hours. ~~The nurse and the Hospital may agree that the nurse is released from any part of the call in without minimum pay.~~
2. Home Health nurses who are on-call shall receive their regular straight-time hourly rate of pay for telephone consultation to, or on behalf of, clients. Such compensation shall be recorded in fifteen (15) minute increments. The three (3) hour minimum will not apply.
3. 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. Surgical Service nurses will be paid at one-half times (1 ½) times the on call rate for each hour of such on-call. If there are no volunteers to take orphan on call, it will be assigned on a rotating basis.

F. Stand-By/On-Call for Mandatory Absence Shift: On-call will be paid at the rate of four dollars and fifty ~~cents~~ (~~\$4.50~~) per hour. ~~Beginning the first day of the pay period following 7/1/15, the rate will increase to four dollars and twenty five cents (\$4.25).~~ Holiday on-call will be compensated at the rate of five ~~our~~ dollars and fifty

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1 ~~cents~~ (~~\$54.50~~) per hour Time actually worked when called back to work while on
2 standby for a mandatory absence shift, beginning when the called-in nurse arrives
3 for work, shall be paid at one and one-half (1½) times the nurse's regular straight-
4 time hourly rate of pay, in addition to any differentials that may apply pursuant to
5 other provisions of this Agreement, for a minimum of three (3) hours.

- 6 1. The call-in pay (1½ times) does not apply if the nurse is called in to work at least
7 one and one-half (1½) hours prior to the beginning of the nurse's stated on-call
8 time. In such case, however, the nurse shall be paid a minimum of two (2) hours
9 at straight time unless otherwise eligible for overtime.
10
- 11 2. A nurse may be placed on-call and given a delayed start time, only once
12 during the nurse's shift. A nurse who is given such a delayed start may be
13 called back prior to the established delayed start time. Such nurse shall
14 be paid the time and one-half (1½) call-back rate for the period of time
15 beginning with the nurse's arrival for work on the call-back and ending with
16 the previously established delayed start time, provided that the nurse will
17 receive at least the minimum three (3) -hours at the time and one-half (1½)
18 rate. No nurse would be required to work beyond the regular ending time
19 of their shift without mutual agreement.
20

21 **G. Shift Differential:**

- 22 1. Evening shift differential will be paid at the rate of two-one dollar and five
23 ninety cents (~~(\$2.05 \$1.90)~~) per hour.
24
- 25 2. A night shift differential will be paid at the rate of four dollars and fifty
26 twenty-five cents (~~\$4.50-25~~) per hour. For regular nurses working four to
27 eight (4-8) years on night shift the rate will be five dollars and twenty-five
28 cents (~~\$5.2500~~) per hour. For nurses working nine (9) years or more the
29 rate will be five dollars and seventy-five fifty cents (~~\$5.7550~~) per hour.

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1 3. Nurses working hours on both evening and night shifts will be paid the
2 differential based on the majority of time the hours are worked. Nurses
3 working a shift that overlaps into evening or night shift will be paid shift
4 differential only when a majority of their hours fall within evening or night
5 shift and will be paid the differential for all hours of their shift. Evening shift
6 is considered to be between 3:00 pm and 11:30 pm. Night shift is
7 considered to be between 11:00 pm and 7:30 ~~pm~~.

8
9 H. Weekend Premium:
10 A weekend shift premium will be paid at the rate of one dollar and fifty cents
11 (\$1.50) per weekend shift hour worked.

12
13
14
15 I. Short Call Premium: A nurse called fFor unexpected sick calls or emergencies
16 within twenty-four (24) hours, a regular nurse will receive one and one-half (1 ½)
17 times their base hourly wage, straight time rate of pay.

18
19 J. Preceptor Differential:
20 A staff nurse who has met the eligibility requirements, received the additional
21 training to act as a preceptor and who is assigned the duty, will receive a
22 differential of one dollar and ten ~~cents~~ (\$1.010) per hour for hours spent acting
23 as a preceptor. Eligibility requirements are specified in the SHS Professional
24 Development
25 Policy “Preceptor Criteria/Guidelines.” Nurses who act as preceptors will receive
26 feedback on their annual performance appraisal related to such duties.

27
28 K. Acting House Supervisor:
29 Any nurse designated to be an “acting house supervisor” by the Hospital shall
30 receive a premium of \$3.00 per hour when working in this capacity.

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- 1 L. Charge Nurse:
2 Any nurse designated to be a Charge Nurse by the appropriate administrative
3 person (or delegate) shall receive a differential of two dollars and twenty five
4 cents (\$2.2500) per hour for those hours worked in the Charge Nurse capacity.
5
- 6 M. Clinical Coordinator, ~~and RNFA (RN First Assist):~~
7 Any nurse designated to be a Clinical Coordinator, or RNFA (RN First Assist) by
8 the appropriate administrative person (or delegate) shall receive a differential of
9 \$3.00 per hour for those hours worked in the Clinical Coordinator, ~~or RNFA (RN~~
10 First Assist) capacity.
11
- 12 N. Certification Premium:
13 A certification premium of one dollar and fifty cents (\$1.50) per hour worked shall
14 be paid to those nurses who have achieved a state ~~national~~ or national
15 certification recognized in Appendix A ~~which~~ A which is applicable to a specific
16 unit or department for which they are assigned. The unit/department manager
17 shall approve all such certification premium requests, renewable at expiration
18 with written proof of re-certification. A nurse may apply only one premium to
19 each nursing unit/department. Such information must be forwarded to Human
20 Resources within three (3) months or the differential will be discontinued.
21
- 22 O. BSN/MSN Premium:
23 A nurse holding a BSN/MSN will be awarded for the highest degree attained one
24 dollars fifty cents (\$1.000-50) per hour.
- 25 P. Extra Duty:
26 1. An Extra Duty Shift is a shift worked in addition to the approved schedule
27 at the request of the hospital and is paid at one and one-half (1 ½) times
28 their regular rate of pay.
29
- 30 2. To qualify for extra duty pay, the part-time nurse must exceed a 0.87 FTE
31 in worked hours for 8 hour employees and 0.75 FTE for 12 hour

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1 ~~employees~~ (including Mandatory Absence time and Paid Educational
 2 leave, PTO is not included).

- 3
- 4 3. In the event there is less work available than expected, the:
- 5 a. Nurse will be offered a minimum of three (3) hours of work at the
 6 appropriate rate of pay (including extra duty premium pay), or the nurse
 7 and the Hospital may agree that the nurse is released from any part of the
 8 extra duty without extra duty or minimum pay; or
- 9
- 10 4. Hospital may cancel a nurse who is scheduled to work an extra shift with
 11 at least one and one-half (1½) hour's advance notice without the minimum
 12 pay penalty.

13

14 ~~5. OR and PACU on-call hours worked are not eligible for extra duty pay,
 15 unless such hours are in excess of the nurse's regularly scheduled on-call
 16 hours.~~

17

18 ~~6.~~ 5. If a nurse is requested by another nurse to cover the second nurse's regular
 19 scheduled shift, extra duty pay will not apply. Approval by the manager is required for
 20 such a trade.

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21

22 Q. Twice a year, in March and September, the Hospital will review the average
 23 number of hours worked by each nurse. Nurses who consistently work above
 24 their FTE may have their FTE designation altered appropriately. Per Diem nurse
 25 hours will also be reviewed and the nurse may be placed in an FTE position.

26

27 R. Nurse Float Level 1 Premium: A staff nurse who meets the requirements and is
 28 assigned to work in an alternate unit as a Nurse Float 1 will receive two dollars
 29 (\$2.00) per hour for all hours worked in that capacity.

30

31

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1 SR. Home Health/Hospice Telephone Subsidy:
2 The hospital will provide a monthly subsidy to support personal cell phones used
3 by Home Health/Hospice nurses- Nurses working thirty two (32) to forty (40) Full
4 time (32 to 40 hours per week) Home Health/Hospice nurses will receive \$50.00
5 and part time nurses working twenty (20) to thirty one (31) (20 to 31 hours per
6 week.) Hospice nurses will receive \$35.00. In event that the Hospital identifies
7 comparable, more cost effective alternative means or technologies or is able to
8 negotiate more favorable terms with a service provider, the Hospital may reduce
9 the reimbursement level. The Hospital will provide thirty (30) days notice of any
10 such change.

11
12 TS. Home Health/Hospice Reimbursable Miles:
13 Reimbursable mileage means all mileage driven on duty each day, less the
14 distance to and from the nurse's home to the base office when check-in or check-
15 out is required. When the nurse is not required to check-in or check-out from the
16 base office, the nurse shall be reimbursed from the first visit.

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ARTICLE 5. HOURS OF WORK

- 1
- 2 A. The basic work day shall be eight (8) hours, ten (10) hours or twelve (12) hours,
- 3 excluding a one-half (1/2) hour unpaid meal period and a 15-minute paid rest
- 4 period for every four (4) hours of the work day. Different durations of a nurse's
- 5 basic work day may be established by agreement between the nurse, the
- 6 Association, and the Hospital.
- 7 1. The Employer and each nurse are jointly responsible for arranging meal
- 8 and rest periods as herein provided; however, it is recognized that at times
- 9 interruptions cannot be avoided. If the meal or rest period is interrupted,
- 10 the nurse shall be entitled to time off in the same day equivalent to the
- 11 interrupted period to be arranged at a time that is mutually agreeable to
- 12 the nurse and the Employer. Charge nurses shall facilitate or relieve for
- 13 breaks and meals.
- 14
- 15 2. If circumstances require a nurse to work through a lunch period, the full
- 16 period shall be considered as time worked unless the lunch break is
- 17 granted later in that shift.
- 18 3. Access to food shall be available on all three shifts. The parties will work
- 19 together to improve the quality of the food offered on night shift.
- 20
- 21 B. The basic work period shall be forty (40) hours in a seven (7) day designated
- 22 work week or, by mutual consent of the nurse and the Hospital with prior written
- 23 notification to the Association, eighty (80) hours in a fourteen (14) day designated
- 24 pay period for those nurses working eight hour shifts.
- 25
- 26
- 27 C. Regular nurses shall normally be scheduled to receive every other weekend off,
- 28 unless a nurse and the Hospital agree to a different schedule.
- 29 1. A weekend shall be defined as the calendar days Saturday and Sunday.
- 30 For night shift, Saturday-Sunday shall begin at [1845-2245](#) on
- 31 Friday/Saturday.

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2 D. Overtime is defined as work in excess of the nurse's scheduled or expected work
3 day (but not less than eight (8) hours of work). All overtime shall be properly
4 authorized. Overtime shall be paid at the rate of one and one-half (1 1/2) times
5 the nurse's regular hourly rate.

6 1. Nurses employed in OR or PACU shall be paid time and one-half (1 1/2)
7 their regular hourly rate of pay for any work performed between 6:00 p.m.
8 and 6:00 a.m., and on weekends.
9

10 E. Four week work schedules for nurses shall be prepared pursuant to the following
11 process:

12 1. Not less than five (5) weeks prior to the start date of the schedule, an
13 initial draft of the schedule for each nursing department shall be posted.
14

15 2. During the first seven (7) calendar days following the posting of the initial
16 draft schedule, nurses shall submit their availability in writing or
17 electronically for required (per diem nurses) or extra (all nurses) shifts.
18 The order in which shifts will be granted is as follows:
19

20 3. Per Diem nurses do not have a regular work schedule but must be
21 available to work per department policy. Per diem nurses are required and
22 will be assigned to three (3) open shifts if available per schedule period
23 and may elect to sign up for additional shifts if available, so long as it does
24 not result in overtime. At least one of these shifts shall be a weekend or a
25 night shift, if available. Per Diem nurses who sign up under this section
26 will be awarded available shifts on an equitable basis beginning with the
27 most senior nurse.
28

29 4. After Per Diem assignments are made open shifts above their FTE for
30 regular and relief nurses who have submitted their availability in writing or
31 electronically via the timekeeping software open shifts above their FTE will

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- 1 be assigned in the following order:
- 2 a. Shifts that do not result in Extra Duty Pay.
- 3
- 4 b. Shifts that will result in Extra Duty Pay on an equitable basis
- 5 beginning with the most senior nurse.
- 6 c. Three (3) weeks (21 days) after the schedule is posted, unfilled
- 7 shifts are then available to any nurse regardless of seniority on a
- 8 first come first serve basis.
- 9
- 10 5. The final schedule for the department will be published fourteen (14)
- 11 calendar days before the date the schedule becomes effective.
- 12
- 13 6. Published schedules, barring an emergency, shall only be changed by
- 14 mutual agreement of the Hospital and the nurse. If the Hospital has no
- 15 reasonable alternative to achieve needed staffing, the Hospital may
- 16 require a nurse to work a revised schedule provided that such additions
- 17 may not exceed the nurse's regular FTE. Such changes in the schedule
- 18 shall be made among the nurses on a rotating basis to the fullest extent
- 19 possible.
- 20
- 21 F. Mandatory Absence (MA) is defined as low census situations requiring less staff
- 22 than originally scheduled for the shift. A nurse who is placed on mandatory
- 23 absence for a shift will receive PTO accruals as though the nurse worked the
- 24 scheduled shift. Mandatory Absence will be allocated on rotational basis within
- 25 units.
- 26 1. Among the nurses on the shift in the unit/department, nurses who
- 27 volunteer at least four (4) hours before the shift start time to be mandatory
- 28 absence will be considered for mandatory absence according to
- 29 guidelines below. Any assignment of mandatory absence time to nurses
- 30 under this provision will be conditional on Hospital determination that the

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remaining nurses can perform the mandatory absence nurses' responsibilities.

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

1. At least one scheduled nurse from each subspecialty shall be retained from each shift. Departmental staffing plans will be followed:

2. The priority for assigning mandatory absences will be to protect regularly scheduled shifts paid at the regular rate of pay.

3. In accordance with the above definitions and guidelines, temporary staffing reductions will be done in the following order:

- a. Volunteers
- a. Agency/Traveler RNs
- a.b. Traveler RNs (if travel contract allows reduction with no cost. If, not, the traveler will remain and staffing reductions will resume with the letter "d" below.)
- b.c. Temporary RNs
- e.d. Holiday double time
- d.e. Extra Duty pPaid at a premium rate one and -one-half (1 1/2) times the regular rate of pay.
- e.f. Overtime situations
- f. Volunteers

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1 g. Per Diem staff (After Per Diem has met their department staffing
2 plan requirements per Article 2.F.)

4 h. Shifts above assigned FTE that are paid at the regular rate. The
5 nurse is responsible for informing the supervisor that s/he is
6 working at a regular rate.

8 i Regular and Per Diem (before Per Diem has met their department
9 staffing plan requirement per Article 2.F.) staff from a regularly
10 scheduled shift at a ~~regular~~the regular rate of pay on a rotational
11 basis.

12 H. When a nurse will not be needed from the beginning of the nurse's shift, the
13 Hospital will make an attempt to notify the nurse at least one and one-half (1½)
14 hours prior to the nurse's scheduled shift and will simultaneously document the
15 attempt. If the Hospital does not attempt to notify the nurse at least one and one-
16 half (1½) hours prior to the nurse's scheduled start time, and the nurse appears
17 on time ready to work but is mandatory absence for the entire shift, the nurse will
18 be paid four (4) hours' pay.

19 1. When a nurse is placed on mandatory absence on a scheduled day, the
20 Hospital may require the nurse to go on-call for his/her scheduled shift at
21 the appropriate on-call rate of pay. If the Hospital does not place a
22 mandatory absence nurse on-call, the nurse shall not be paid on-call pay
23 and is relieved of any further work responsibility.

25 2. A mandatory absence nurse who is "on-call" is considered on call for their
26 his/her department and then on call for other departments to which the
27 nurse has been previously oriented. OR and PACU nurses who are
28 mandatory absence from a regularly scheduled shift and placed on call for
29 surgeries shall not be called back to the hospital to take a patient
30 assignment. However, if such nurse is called back for a procedure whose
31 length does not exceed the minimum call back hours guarantee, the

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1 nurse may be assigned to suitable work for the remainder of the call back
2 minimum period.

3
4 I. Nurses receiving on-call pay will remain accessible to the Employer by ~~telephone~~
5 ~~or pager~~ and able to arrive for work in the time determined for the nursing unit or
6 department, but not to exceed thirty (30) minutes of being called, unless a
7 different time frame is agreed to by the nurse and the Hospital due to the
8 distance between the nurse's home and the Hospital. Call back pay begins when
9 the nurse arrives for work.

10
11 J. When unplanned absences in the work force, high census, or high acuity
12 mandate a need for an increased staff, off duty nurses who are qualified and
13 oriented for the duties to be performed shall be recalled to work, ~~in the following~~
14 ~~order, in~~ However the Hospital is under no obligation to use overtime nurses, if
15 nurses are available to work at straight time. No nurse will be paid for hours not
16 worked in conjunction with the assignment or extra work. Employee will indicate
17 to their manager their preference to be contacted by phone or text messaging.
18 The first nurse who agrees to come in will be awarded the shift. Contact will be
19 made in the following order.

- 20 1. On-call nurses or mandatory absence on-call nurses for their department.
- 21
- 22 2. Nurses who have been placed on mandatory absence from any
- 23 department.
- 24
- 25 3. Per diem nurses, in order of seniority.
- 26
- 27 4. Regular ~~and relief nurses~~ who have made themselves available for the
- 28 shift. ~~Calls will be made in rotation. The first nurse who agrees to come in~~
29 ~~will be awarded the shift.~~
- 30

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- 1 5. Regular ~~nurses and relief nurses~~ who have indicated they are not
2 available not made themselves available for the shift will not be contacted.
3 ~~Calls will be made in rotation. The first nurse who agrees to come in will~~
4 ~~be awarded the shift.~~
- 5
- 6 6. On-call nurses, if on-call for a specific department and not needed in that
7 department, will be expected to be available to work in another
8 department to which the nurse has been previously oriented, so long as
9 they are not given an assignment which would delay their ability to
10 respond to a need in their department. Refresher orientation will be
11 provided on an as needed basis.
- 12
- 13 K. Nurses not assigned to on-call status shall be guaranteed a minimum of two (2)
14 hours pay when called in by a supervisor. The nurse may leave before
15 completing two (2) hours of work, with the approval of the Hospital. ~~if the nurse~~
16 ~~waives the minimum hour requirement. No minimum hour requirement shall~~
17 ~~apply for staff meetings, classes/seminars, mandatory education or disaster~~
18 ~~drills.~~
- 19
- 20 L. When a nurse must attend a mandatory meeting, staff meetings,
21 classes/seminars, mandatory education or disaster drills -the nurse will be paid
22 their his/her hourly rate of pay (or overtime if applicable) for a minimum of one (1)
23 hour.
- 24
- 25 M. Time and one-half (1 ½) payments shall not be duplicated or permitted for the
26 same hours worked or paid for under any of the terms of this Agreement and to
27 the extent hours are compensated for at time and one-half (1 ½) under one
28 provision of this Agreement, they shall not again be counted as hours worked
29 under the same or any other provision of this Agreement.
- 30

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- 1 N. Nurses will not be regularly scheduled to work different shifts unless the nurse
- 2 agrees to do so in writing.
- 3
- 4

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ARTICLE 6. HOSPITAL RIGHTS

- 1
- 2 A. The Hospital shall have the right to discipline and terminate the employment of
- 3 nurses for just cause. Except to the extent specifically and expressly limited by a
- 4 provision of this Agreement, the Hospital shall also have the exclusive right to
- 5 operate and manage the Hospital and all parts of it, including, but not limited to,
- 6 at any time hiring (regular, ~~relief~~, "per diem," and temporary and contract
- 7 (including "agency" or "traveler") nurses to fill any open position, laying off for
- 8 lack of work, assigning, establishing standards, and generally performing and
- 9 directing the performance of all tasks and operations necessary in the operation
- 10 of the Hospital to effectively, efficiently and economically operate its facilities as a
- 11 health care provider.
- 12
- 13 B. All rights heretofore exercised by the Hospital or inherent in the Hospital and not
- 14 expressly contracted away by a specific provision of this Agreement, are solely
- 15 retained by the Hospital. The failure of the Hospital to exercise any function, power,
- 16 or right reserved or retained by it, shall not be deemed a waiver of the right of the
- 17 Hospital to exercise such power, function, authority, or right, so long as it does not
- 18 conflict with an express provision of this Agreement.
- 19
- 20

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ARTICLE 7. EMPLOYMENT STATUS

- 1
- 2 A. All nurses are hired for an introductory period following their date of hire. During
- 3 this time, the nurse may terminate or be terminated with or without cause and with
- 4 or without notice or receiving accumulated benefits. The introductory period shall
- 5 be defined as the first six months for all nurses, ~~or four hundred eighty-eight hours~~
- 6 ~~worked for per-diem and relief nurses whichever is longer.~~
- 7 B. All regular nurses shall give Hospital not less than two (2) weeks ~~ten (10) working~~
- 8 ~~days~~ written notice of the nurse's intent to terminate employment. Failure to do so
- 9 forfeits the nurse's right to accumulated PTO for the number of working days, up to
- 10 ten (10), that were not covered by the nurse's advance written notice to the
- 11 Hospital. PTO cannot be used in place of such notice.
- 12
- 13 C. Employer shall give a regular nurse two (2) weeks ~~ten (10) working days~~ written
- 14 notice of its intent to terminate the nurse's employment, or, if less notice shall be
- 15 given, then the difference between ten (10) working days and the number of
- 16 working days of advance notice shall be paid to the nurse at his/her hourly rate of
- 17 pay; provided, however, that no such advance notice or pay in lieu thereof shall be
- 18 required for nurses who are discharged for conduct or Hospital rules violations
- 19 which amount to just cause.
- 20
- 21 D. Upon termination of employment, the nurse may have an exit interview conducted
- 22 by the Director of Human Resources.
- 23
- 24 E. A nurse who has completed the introductory period who feels ~~they s/he have has~~
- 25 been suspended, disciplined, or terminated without just cause, may present a
- 26 grievance for consideration under the grievance procedure.
- 27
- 28 F. The Hospital shall advise a nurse in advance if it believes that information obtained
- 29 at an investigatory meeting is likely to result in discipline of the nurse.
- 30

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- 1 G. The Employer shall notify the Association by telephone or in writing within seven (7)
- 2 calendar days, excluding weekends and holidays, after a suspension or discharge;
- 3 unless the nurse signs a waiver relieving the Hospital of the notification obligation
- 4 and relieves the Association of the responsibility for acting on the notification.
- 5
- 6

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ARTICLE 8. HEALTH AND WELFARE

- 1
- 2 A. The Hospital will offer eligible full- and part-time nurses covered by this
- 3 Agreement the opportunity to participate in the Samaritan Choice Plans
- 4 (including medical, vision, and dental insurance coverage) or substantially
- 5 comparable plans in accordance with the terms of such plans and share of
- 6 premium costs as offered to the majority of nonunion-represented Hospital
- 7 employees.
- 8 1. Nurses may opt out of medical/pharmacy benefits with proof of other
- 9 insurance and receive \$55.39 per pay period. Such proof must be
- 10 provided annually to Human Resources. In addition to providing
- 11 documentation, the employee must opt-out electronically in the benefits
- 12 enrollment system annually.
- 13
- 14 B. Nurses shall be covered by State Workers' Compensation Insurance or
- 15 equivalent coverage shall be provided by Hospital.
- 16
- 17 C. Premium Rate Determination:
- 18 ~~In 2015, and subsequent years of the contract~~ In 2018, the employee's
- 19 contribution rate will be the same as the rest of the majority of the Hospital
- 20 employee's, provided, however, that the Health and Welfare Plan will not
- 21 increase more than ~~eleven percent~~ twelve percent (~~11~~12%) form the previous
- 22 year's contribution. ~~In subsequent years, the plan will not increase by more than~~
- 23 ~~ten percent (10%) from the contribution of the previous year. (Except in year~~
- 24 ~~2015 when premium begins for single subscribers. In 2015, for those nurses~~
- 25 ~~hired prior to ratification, 5% for 0.8-1.0 FTE and 10% for 0.5-0.79 FTE of total~~
- 26 ~~premium cost will be passed on to the nurse.) For nurses hired after ratification,~~
- 27 ~~5% for 0.8-1.0 FTE of total premium cost will be passed on to the nurse.~~
- 28
- 29 D. The Hospital reserves the right to obtain substantially comparable health and
- 30 welfare and dental insurance coverage through another carrier by first notifying

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1 the Association, in writing, thirty (30) calendar days prior to the date of putting
2 into effect such new plan.

3
4 E. The Hospital's obligation to make contributions to the health and welfare and
5 dental plans which are incorporated into this Agreement are not an automatic
6 commitment by the Hospital to continue to agree to make such programs
7 available in future contracts.

8
9 F. The Hospital will offer eligible nurses covered by this Agreement the opportunity
10 to participate in the Samaritan Health Services short- and long-term disability
11 insurance plans, life and accidental death and dismemberment insurance plans,
12 voluntary life insurance plan, and Section 125 plan, or substantially comparable
13 plans as offered to the majority of Hospital employees not covered by this
14 Agreement in accordance with the terms of the respective plans.

15
16 G. The Hospital's existing Substance Abuse in the Workplace Policy will apply to all
17 bargaining unit nurses.

18
19 ~~H. Two representatives from the ONA Bargaining Unit may participate in a health
20 care advisory group.~~

21
22 ~~I. Impact of Health Care Reform:
23 The parties agree that Health Care Reform legislation may impact the provision
24 of health insurance benefits under this Article. Given that, either side may reopen
25 this Article once during the term of the Agreement to bargain over required
26 changes. The party desiring such reopener shall provide written notice to the
27 other party initiating the reopener. The parties will then meet promptly and
28 bargain for a period of no more than 90 days over any proposed changes to this
29 Article. At the end of the 90 day bargaining period, Article 1 (No Strike, No
30 Lockout) and Article 15, step 4 (Arbitration will be suspended, but only for any
31 disputes that may arise under this Article 8.~~

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ARTICLE 9. PAID TIME OFF (PTO)

- 1
- 2 A. The Hospital shall provide a program of earned time off, for regular nurses, which
- 3 can be used to meet the nurses' needs or desires for paid time off from work. The
- 4 Paid Time Off program is a consolidation of, and in lieu of, sick leave, paid holidays,
- 5 and vacation leave.
- 6
- 7 B. For time off other than for in illness, a nurse must submit a request to the immediate
- 8 supervisor as far in advance as possible. The nurse must have sufficient accrued
- 9 PTO to actually request time off. Scheduled PTO may be rescinded at any point if
- 10 sufficient PTO cannot be accrued to cover the requested absence. Once
- 11 scheduled, the Hospital may not rescind PTO if sufficient PTO accrual exists to
- 12 cover the requested time off.
- 13
- 14 C. A nurse may request PTO prior to the posting of the schedule but not more than
- 15 twelve (12) ~~six (6)~~ months prior to the date when the schedule covering such time
- 16 off is to be posted. Requests for PTO shall be considered on a first-come-first-
- 17 served basis. If two or more requests are submitted on the same date for the same
- 18 time off and granting both of them would result in critical staffing shortage, the
- 19 senior nurse will be given the time off. The staff member shall be notified of
- 20 approval or denial within two weeks of the submission of a request. All requests
- 21 shall be made in writing or electronically. Requests will not be unreasonably denied.
- 22 Seniority preference may be exercised only once every other year.
- 23
- 24 D. PTO which would occur during the pay period(s) containing Spring Break,
- 25 Thanksgiving, Christmas, Christmas Eve and New Year's will be arranged
- 26 according to departmental staffing practices. Requests for these time periods will
- 27 be granted by the manager on a rotational basis. Nurses will be notified no later
- 28 than ten (10) weeks prior to the above mentioned holidays.
- 29

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- 1 A nurse may ask to rescind scheduled PTO prior to the date when the schedule
2 covering such time off is posted. After schedule is posted, such a request for
3 rescission may be granted if the department manager consents.
- 4 1. Once a schedule has been posted under 5.5.1, or if a PTO request exceeds
5 the unit quota and a nurse wants PTO time off in that schedule period, a
6 request for the time off will be considered only if the nurse has arranged for
7 a trade or a qualified replacement who is eligible to work at the straight-time
8 rate of pay.
- 9
- 10 E. For time off due to illness, a nurse must notify the immediate supervisor as soon as
11 possible ~~of the illness and the need for time off~~. If the illness extends beyond one
12 day, daily calls must be made to keep the supervisor informed.
- 13
- 14 F. Nurses must indicate using the appropriate payroll process on the time sheet the
15 number of PTO hours for which payment is requested. The combined total of hours
16 worked and PTO hours cannot exceed the nurse's normal working time in any
17 given pay period, except for authorized overtime.
- 18 1. Nurses have the option of taking a day off without pay instead of using PTO
19 when the nurse is released from work under the following conditions:
- 20 a. Mandatory Absence
- 21
- 22 b. When a department is closed or staff is reduced on a holiday
- 23
- 24 c. During military leave
- 25
- 26 d. For contract negotiations
- 27
- 28 G. Accrual: A regular nurse hired on or before July 2, 2014 will accrue PTO from the
29 nurse's date of employment as a regular nurse at the following rate:
30

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Months of Service	Accrual Rate	Appx Ann Accrual
1 st through 48 th	.1077 hours per Compensable hour	28
49 th through 108 th	.1269 hours per Compensable hour	33
109 th & each month of Service thereafter	.1462 hours per Compensable hour	38

2

3

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5

1. A regular nurse hired on or after July 3, 2014 will accrue PTO from the nurse's date of employment as a regular nurse at the following rate:

Months of Service	Accrual Rate	Appx Ann Accrual
1 st through 48 th	.0962 hours per Compensable hour	25
49 th through 108 th	.1154 hours per Compensable hour	30
109 th & each month of Service thereafter	.135 hours per Compensable hour	35

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15

2. An hour, as used above, means an hour worked or paid by the Hospital at the nurse's straight-time hourly rate or higher.
3. **Maximum Accrual:** A nurse may accrue up to 550 hours in the nurse's PTO bank. When the maximum number of hours is reached, the nurse must either cash out a portion of hours in the bank or take leave for the same amount. A nurse will not accrue additional PTO on hours that are cashed out. If the nurse does not request leave, any leave in excess of the 550 hours will not accrue.

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1 H. Cash Out of PTO Hours: Nurses may request a cash-out of available PTO, in
2 accordance with SHS policy, annually and no later than November 30 of each year.
3 Nurses may elect cash out amounts for any of the designated dates in the
4 subsequent year.

5 1. ~~There is no limit, either minimum or maximum, on the number of hours that~~
6 ~~may be cashed out. However, a minimum~~A minimum of forty (40) hours
7 must be retained in the nurse's PTO bank when requesting a PTO cash out
8 of hours.

9
10 ~~I. Holidays: No PTO time will be paid for holiday hours that are worked.~~

11
12 ~~J. Previously existing accrued sick leave has been transferred to a sick leave bank.~~
13 ~~Nurses may opt to convert any amount of their sick leave bank to PTO at a 3:1~~
14 ~~ratio. This conversion will be offered every three (3) years until the sick leave~~
15 ~~banks are exhausted.~~

16 ~~1. Use of Sick Leave Bank: A nurse absent due to illness/injury shall use the~~
17 ~~nurse's PTO for the first two (2) days of absence, after which the nurse may~~
18 ~~access the nurse's sick leave bank. Otherwise, nurses shall use PTO for all~~
19 ~~illness, etc. There will be no accrual into sick leave banks.~~

20
21 ~~2. If a nurse is absent due to admission to a hospital, including a day surgery~~
22 ~~unit, as an inpatient or outpatient, he/she shall be able to access the sick~~
23 ~~leave bank immediately.~~

24
25 K. Retirement: ~~At full retirement, defined as leaving Hospital employment and~~
26 ~~simultaneously obtaining social security benefits, any time left in a nurse's sick~~
27 ~~leave bank may be cashed out at a 2:1 ratio. PTO will be cashed out at a 1:1 ratio.~~

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- 1 L. Accrued PTO will be noted on the nurse's paycheck. It is understood that such
- 2 notation is subject to verification and that, in case of a discrepancy between the
- 3 notation and the actual accumulation, the latter will control.
- 4
- 5 M. There is no waiting period for the use of PTO. However, nurses may not have a
- 6 negative balance in their PTO account.
- 7
- 8

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ARTICLE 10. HOLIDAYS

A. The following eight (8) legal holidays will be recognized by the Hospital: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, December 24, and Christmas Day.

1. The New Year's holiday shall be calculated from 1500 hours New Year's Eve to 1500 hours New Year's Day.

B. B.—Nurses required to work on a recognized holiday shall receive one and one-half (1 1/2) times the hourly rate of pay for all hours worked. In the event a nurse is called back to work on Thanksgiving Day, Christmas Day, or New Year's Day, the nurse shall be paid two times the regular hourly rate of pay for all time worked on that day.

Beginning July 1, 2018 nurses required to work on a recognized holiday shall receive one and one-half (1 ½) times the hourly rate of pay when the majority of hours worked fall on the holiday. In event a nurse is called back to work on Thanksgiving Day, Christmas Day or New Year's Day, the nurse shall be paid two (2) times the regular hourly rate of pay when the majority of the hours worked are on that day.

C. C.—A nurse who works an extra shift on a recognized holiday shall receive two and one-half (2 ½) times the hourly rate of pay for all hours worked. Trades will be exempt.

Beginning July 1, 2018, nurses who work an extra shift on a recognized holiday shall receive two and one-half (2 ½) times the hourly rate of pay when the majority of hours worked fall on the holiday.

D. Nurses will not be required to work both Christmas Eve and Christmas Day in two (2) consecutive years or Thanksgiving Day in two (2) consecutive years, even if the

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1 holiday falls on the nurse's regularly scheduled pattern day. It is the nurse's
2 responsibility to notify their manager/designee at least ninety (90) days in advance
3 of the holiday if they wish to have their pattern temporarily adjusted. Nurses who
4 request this time off would not be eligible for any premium pay if they later
5 voluntarily work the day.

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ARTICLE 11. PROFESSIONAL DEVELOPMENT

A. The Hospital agrees to establish a continuing education reimbursement program for all nurses covered by this Agreement. This program shall apply as follows:

1. The period for calculation of professional development shall be the calendar year (the "calculation period"). Each nurse under this Agreement shall be afforded the opportunity for reimbursement of course registration and materials, travel, meals and lodging expenses which are directly associated with such educational leave. Such reimbursement shall be determined by the department manager whose decision shall be final, provided, however, that such decision shall not be arbitrary or capricious. These educational days shall be distributed by the appropriate department head in as equitable a manner as possible. In the event of a dispute concerning the distribution of such days, the decision of the Vice President of Patient Care Services Nurse-Executive shall be final, provided, however, that such decision shall not be arbitrary or capricious.

2. If a nurse is scheduled to attend a class required by the Hospital, and the class hours interfere with the nurse's schedule in such a way that such attendance causes the nurse to miss a portion of the regularly scheduled shift, the Hospital may offer the nurse additional reasonable work hours up to his/her regularly scheduled FTE. If additional work is unavailable, the nurse will be paid for the portion or reminder of the shift missed up to four (4) hours for each educational day provided the nurse has not or will not meet his/her FTE by the end of the work week.

3. ~~Relief and~~ Per diem nurses who actually work eight hundred thirty-two (832) hours or more in the preceding twelve (12) months shall be entitled to receive up to \$200.00 per calculation period as reimbursement for the expenses associated with an educational leave. ~~Part-time~~ Nurses working .5 to .79 FTE shall be entitled to receive up to three hundred twenty-five dollars (\$325.00) per calculation period as reimbursement for the

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1 expenses associated with such educational leave, and such nurses may
2 also be granted up to thirty-two (32) hours paid educational leave per
3 calculation period to attend programs approved by nursing administration.
4 ~~Full-time~~ Nurses working .8 to 1.0 FTE shall be entitled to receive up to
5 three hundred seventy-five (\$37559.00) per calculation period as
6 reimbursement for the expenses associated with such educational leave,
7 and such nurses may also be granted up to forty (40) hours paid educational
8 leave per calculation period to attend programs approved by nursing
9 administration. ~~A nurse who was regularly scheduled to work 32 to 35 hours~~
10 ~~per week on the date of this Agreement's ratification will be considered a full-~~
11 ~~time nurse for the purposes of this section, except that this sentence will not~~
12 ~~apply if the nurse thereafter changes FTE status.~~ In all cases, approval for
13 attendance at an educational program must be obtained in writing in
14 advance of the date the actual educational leave occurs, and no retroactive
15 applications will be granted by the Employer. The nurse shall be available to
16 share the information learned with staff.

- 17 4. During a calculation period, the total amount available for reimbursement of
18 these expenses for nurses shall not exceed twenty thousand dollars
19 (\$20,000/18,500). ~~Prior to the end of the calculation period, the~~ Nursing
20 Practice Committee may approve additional funds to nurses who so request,
21 if there are excess remaining funds available.

23 B. Orientation

24 Each newly employed nurse shall be provided with an individualized and specific
25 orientation to the Hospital and to the department for which the nurse was hired.
26 The orientation program will be maintained with the assistance of the Nursing
27 Practice Committee. During orientation, the nurse will not be counted in the
28 acuity/staffing for that unit until the nurse is deemed competent to perform regular
29 staff duties. Progress of newly employed nurses shall be regularly reviewed with
30 the nurse during the orientation period. An evaluation of the orientation period will
31 be reviewed with the nurse after completion of the orientation period.

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C. In-service Education. The Hospital shall maintain an in-service education program. It shall seek to schedule programs at different days/times during the year. Mandatory in-services shall be offered at a variety of times convenient for regular shifts and the nurse will be paid for attendance. Mandatory in-service notices will be posted with as much advance notice as is practicable. If mandatory meetings fall only on a scheduled workday, the Hospital will either arrange for work coverage or arrange an alternate method for the information to be conveyed.

D. On Line Learning. Continuing education hours may be used for independent on line learning approved by the manager. One hour of paid education leave will be granted for each CEU hour successfully completed and documented. On line learning may occur during work hours if approved by the manager/supervisor. In such circumstance, the nurse must transfer time to Education/in-service/workshop. On line CEUs may not be done in conjunction with worked time to create an overtime situation.

~~D.E.~~ Tuition Reimbursement. The Tuition Reimbursement Policy of Samaritan Health Services will apply to Registered Nurses.

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ARTICLE 12. FLOATING

A. Given due consideration to required skills, nurses may be floated from their core unit under the following conditions and within the applicable contractual provisions.

1. A nurse will only be required to float if, in the Hospital's view, the nurse's core unit is adequately staffed without that nurse. The Hospital will make every effort to place scheduled nurses into productive activity in lieu of placing them on mandatory absence or mandatory absence on-call.
2. The Hospital will have a back-up staffing plan for low census units should the low census unit's activity increase.
3. In order to be floated, a nurse must have been oriented or cross-trained, as defined below and in the body of the contract.
4. Nurse Float Levels will be established by mutual agreement between the affected nurse and nursing management. If agreement cannot be reached, the issue shall be referred to the Nursing Practice Committee for resolution.
 - a. Nurse Float Level 1: The nurse is fully oriented and cross-trained to the alternate unit and is able to function as a primary nurse on that unit (can take patient assignment).
 - b. Nurse Float Level 2: The nurse is oriented to that unit and is cross-trained to be able to function as a secondary nurse (can take a limited assignment with designed assistance from a Core Unit Nurse).
 - c. Nurse Float Level 3: The nurse is able to use basic RN skills to function in an assistive capacity only and, therefore, will have no patient assignment. Examples of assistive functions include taking off orders, answering call lights or telephones, feeding patients,

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transporting patients, patient admissions, patient baths or basic mobility assistance, blood transfusions and starting IVs.

B. DEFINITIONS

1. Oriented: The nurse has completed a program designed to teach the nurse the basic unit layout, routines, and equipment. Refresher orientation must be completed as determined by the Hospital or if requested by a nurse who has not worked on the specified unit at least once during the preceding three (3) months. Nurses shall notify the Hospital if they require a refresher orientation and the Hospital shall work with the nurse to arrange such orientation.
2. Cross-Trained: A nurse is considered cross-trained when the nurse has completed orientation as above and has had extended training program to meet the criteria for functioning as a primary or secondary nurse in the alternate unit.
3. Primary Nurse: Any nurse who can function independently on the assigned unit. Each nurse is expected to function as a primary nurse in his/her core unit.
4. Secondary Nurse: Any nurse who can function with assistance of a Core Unit Nurse in taking limited assignment mutually agreed upon by the secondary nurse and the Core Unit Nurse.
5. Core Unit Nurse: A nurse who is ~~hired into and regularly assigned to the unit, working in the unit where the nurse is regularly assigned. This nurse may or may not be a Clinical Coordinator or Charge Nurse.~~

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ARTICLE 13. LEAVES OF ABSENCE

A. Leaves of absence may be granted by the department manager or his/her delegated representative when written application showing cause is submitted in advance. Leave of absence requests shall be submitted on the appropriate Hospital form pursuant to Hospital Policy. The Hospital form shall specify the type of leave requested and approved any combination of paid time off benefits and unpaid time, and the status of return rights. Paid time off may be used for specific leaves, as specified by applicable statute or this Agreement, if the nurse desires. Return rights shall be guaranteed for nurses using paid time off benefits, but subject to the conditions below if returning from an unpaid leave of absence.

B. Leaves of absence shall not exceed six (6) months unless otherwise specified.

~~C. Sick leave bank time shall only be used for personal medical leave or as otherwise specified by law.~~

D. A nurse will not lose previously accrued benefits as provided in this Agreement during the term of an approved unpaid leave of absence. The Hospital shall be under no obligation to provide any paid benefits to any nurse during such periods that are an approved unpaid leave of absence.

E. Unpaid Leaves:

1. Leaves of absence for service in the Armed Forces of the United States will be granted in accordance with Federal Law. A leave of absence not in excess of two weeks to fulfill annual military training obligation shall not be considered as vacation unless requested by the nurse.

2. Leaves of absence for parental reasons shall be granted in accordance with applicable parental leave law. Use of paid time off benefits shall be in accordance with applicable statute and 13.1 above. A nurse returning from a

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1 leave of absence for parental reasons shall be returned to his/her position in
 2 accordance with applicable parental leave law. Extensions of employee parental
 3 leaves of absence may be granted with mutually agreed upon return rights.

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4
 5 3. After one year of employment, leaves of absence for educational purposes for a
 6 period of one year may be granted. The Hospital shall have no obligation to
 7 provide any paid benefits to or for a nurse during such periods on an approved
 8 unpaid leave of absence.

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 10 4. Employee medical leaves of absence will be granted in accordance with
 11 applicable medical leave law. Sick leave bank time may be used. A nurse
 12 returning from an approved medical leave of absence shall be returned to his/her
 13 position, if available, or to the first comparable available position in accordance
 14 with applicable medical leave law. Extensions of employee medical leaves of
 15 absence may be granted with mutually agreed upon return rights.

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16
 17 5. Unpaid personal leaves of absence may be granted at the discretion of the VP of
 18 Patient Care Services. ~~Nurse Executive~~. No unpaid personal leave of absence
 19 shall be approved unless the nurse has no accrued paid time off at the time of
 20 the request. A nurse returning from an unpaid personal leave of absence within
 21 sixty (60) days shall be returned to his/her position. After sixty (60) days, if the
 22 nurse does not return to work, the Hospital may fill the nurse's position and
 23 assign the nurse to per diem status. The Hospital will mail to the nurse notice of
 24 its intent to post the nurse's position not less than seven (7) days in advance of
 25 the posting.

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26
 27 6. Family leave shall be granted in accordance with applicable state and federal
 28 statute and Section 13.1 of this agreement. A nurse who returns from any
 29 unpaid portion of a leave of absence for family illness shall be returned to his/her
 30 position in accordance with applicable law.

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31 F. Paid Leaves

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- 1 1. A regular nurse who has a death in the nurse's immediate family shall be granted
2 a leave of absence at the hourly rate of pay for up to four (4) days, following the
3 time of the death, for the purpose of observing a period of mourning.
- 4 a. 'Immediate family' shall include any family member, as that term is defined in the
5 Oregon Family Leave Act, and, if not included in that definition, siblings, [sibling-](#)
6 [in-law](#), grandparents, [grandparents-in-law](#) and grandchildren.
- 7
- 8 2. The Hospital will pay at the regular hourly rate all working hours lost by any nurse
9 due to jury call or jury duty, or lost due to service as, or preparation to be, a
10 witness called or subpoenaed by the Hospital (or called or subpoenaed by a
11 government authority in a criminal proceeding) in any legal proceeding with
12 respect to events involving the Hospital or occurring on Hospital property.
13 Evening and night shift nurses serving as a witness or on jury duty as defined
14 herein shall be relieved from work, and entitled to the same payment as the day
15 shift nurses in the same circumstances.
- 16 a. On any day as a witness or on jury duty a nurse is released early, the nurse must
17 contact the nurse's supervisor to determine if the nurse is needed for the
18 remainder of the work shift. Payment for service as a witness or for jury duty
19 shall be turned over to the Hospital for any day the nurse is paid the nurse's full
20 wage by the Hospital.

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ARTICLE 14.

1 Surgical Services
2 Hours of Work:

3 A. Required On-Call

- 4 1. Scheduled on-call is required of nurses in ~~the OR and PACU Surgical Services.~~ On-call will
5 be distributed equally. Employees may continue to self-schedule call time. If the on-call
6 schedule becomes inequitable, management will make adjustments as needed. OR and
7 PACU nurses will not be required to work more than 60 hours per month at the regular
8 on-call and callback pay.
- 9 2. Weekend shifts (beginning at the end of the regular shift on Friday until the beginning of
10 the regular shift on Monday) will be shared equally by rotation within each department.
11 Scheduled vacations do not exempt to the nurse from the obligatory call weekend.
12
- 13 3. If more coverage is needed for the department after the required call is selected, a
14 nurse may volunteer to take more call to cover the remaining shifts. Volunteers for
15 extra call will have an opportunity to share those hours equally until open shifts are
16 covered. If further coverage is required there will be a rotation of extra shifts until all
17 shifts are covered.

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18 ~~• The hospital will make every effort to limit a nurse's maximum call per month to one weekday per
19 week and one full weekend.~~

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20 4. _____ If a nurse is on vacation for greater than one week, the required call will be
21 reduced proportionately in relation to the scheduled time taken. (e.g. one full week of
22 PTO in a month requires the nurse to take 44 hours of call. Two full weeks of PTO in a
23 month requires the nurse to take 30 hours of call). If a nurse chooses to take more call
24 bonus pay will not be paid until 60 per month minimum is met.

25 ~~B. Nurses shall earn PTO on all on-call time at the rate of 0.1269 hours per hour on-call.~~

26 ~~C. B.~~ Required Holiday on call:

- 27
- 28 ~~• 1. Holiday call will be equally shared by rotation:~~
29 ~~• In the OR and PACU Surgical Services, one spring/summer and one fall/winter~~
30 ~~holiday will be by rotation. (We need spring/summer/fall/winter defined. We~~
31 ~~will agree to delete here if defined in Article 10.) Holidays will be split into two~~
32 ~~groups, the groups being spring/summer holidays (i.e. Easter, Memorial day, 4th~~
33 ~~of July, Labor Day) and fall/winter holidays (i.e. Thanksgiving, Christmas Eve,~~
34 ~~Christmas Day and New Year's Day).~~

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35 ~~2. A Rotation will be established within each department.~~

36 ~~3-2. In the OR and PACU, one spring/summer and one fall/winter holiday will be by rotation~~

37 3. In the OR if the department is closed and/or holiday is attached to the weekend (i.e.

38 ~~• Friday Thursday~~ or Monday), the weekend will be assigned with the holiday.

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39 4. Required Holiday on-call rRotation ~~in all Surgical departments~~ will be based on the
40 number of nurses assigned to take call within that department and may vary from year
41 to year.

42 4-5. On-call will be paid at the rate of four dollars and fifty-cents (\$4.50) an hour and holiday
43 on-call will be paid at the rate of four dollars and seventy-five cents (\$5.00) an hour.

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~~D.C.~~ Bonus Call Payment On-Call over 80 Hours per pay period.

1. ~~The nurse will receive bonus call payment for scheduled on-call hours in excess of 60 40 hours per month pay period will be paid at a rate of double the on-call rate five dollars and fifty (\$5.50) per hour. In addition, on-call hours in excess of 80 hours per month will be paid at a rate of three times the normal on-call rate. Nurses in bonus call on-call over 40 hours per pay period will receive an additional ten dollars (\$10.00) per hour for each call back hour worked and fifteen six dollars (\$15.006.00) per hour for on-call back hours worked on a holiday, except for Thanksgiving, Christmas Eve and Christmas which will pay the nurses double time. Nurses on-call over eighty (80) hours per pay period will receive an additional six dollars (\$6.00) for each callback hour worked.~~

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~~E.D.~~ Orphan Call (moved from Article 4.E.3):

~~F.~~ Orphan on-call is defined as previously scheduled on-call which must be filled after the schedule is published due to illness/injury or termination/resignation. ~~In lieu of the hourly on-call pay rate specified above.~~ Surgical Service nurses will be paid at one and one-half times (1 ½) times the on-call rate for each hour of such on-orphan on-call. If there are no volunteers to take orphan on-call, it will be assigned on a rotating basis. ~~Orphan call is defined as an assigned on-call period which has become available due to illness, injury or termination/resignation. Volunteers who agree to take orphan call will receive Bonus Call payment. If there are no volunteers for an orphan call situation the call will be assigned by rotation.~~

~~G.E.~~ Surgical Services Callback:

1. Non-scheduled callback

~~2.~~ If an OR/PACU Surgical Services nurse gets called back to work, outside of the department's regular hours of operation, when not on-call the nurse shall receive on-call pay and the usual minimum callback pay of three (3) hours, at the Bonus Call rate.

~~3.~~ If a nurse is scheduled to be on call following a regular shift and is required to work past the end of the shift for sixty (60) minutes or more, the nurse shall be deemed to have been called back from the end of the regular shift.

~~4.~~ 2. If a nurse has been called back from on-call for more than six (6) hours on a weeknight, the nurse may request to be relieved from the next day's regularly scheduled shift or request a delayed start. If the hospital is unable to provide relief and the nurse must return to work within 10 hours of previous shift, the nurse shall be paid double time until the hospital can safely provide patient care and the nurse may be relieved.

~~5.~~ 3. Nurses will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period beginning at midnight (0000) until 2359. The Hospital will make good-faith, reasonable effort to permit a nurse in such a situation to be relieved, upon their request.

F. RNFA (RN First Assist):

1. Any nurse designated to be an RNFA (RN First Assist) by the appropriate administrative person (or delegate) shall receive a differential of three dollars and twenty five cents (\$3.25) per hour for those hours worked in the RNFA (RN First Assist) capacity.

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ARTICLE 14. TUITION REIMBURSEMENT

~~A. The Hospital will loan funds, in accordance with this article, to eligible nurses to finance direct expenses incurred in an approved education program for hospital-related occupations that will benefit both the nurse and the Hospital.~~

~~1. Eligible nurses are all regular nurses who have been employed (or have tenure of) at least one (1) year at the Hospital.~~

~~2. Direct expenses are tuition, required educationally-related user's fees (e.g. lab fees), and required textbooks. Funds may also be used for other educationally-related expenses such as child care and transportation, provided it is a direct consequence of the educational endeavor.~~

~~3. Approved education programs are those which:~~

~~a. Are offered at an accredited institution of higher education or vocational instruction;~~

~~b. Are directly related to a hospital-related occupation and deemed needed at the Hospital by Hospital Administration at the time of the request; an~~

~~c. Require at least one (1) academic term, quarter, or semester to complete.~~

~~B. A full-time nurse may borrow up to \$2,000 a year or up to a maximum of \$4,000. A part-time nurse may borrow up to \$1,000 a year or up to a maximum of \$2,000. The Hospital will provide up to \$10,000 annually to fund the program on a first come, first served basis.~~

~~C. Eligible nurses receiving a loan will be required to execute a promissory note to the Hospital. Attached to the note will be a schedule, acceptable to the Hospital, by~~

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1 ~~which the course of instruction shall be completed. The note will become~~
2 ~~immediately payable if the nurse fails to:~~

3 ~~1. Complete the course of instruction within the agreed upon schedule;~~

4
5 ~~2. Achieve a passing grade in any class; or~~

6
7 ~~3. Obtain any license or certification required to practice the nurse's new~~
8 ~~profession at the Hospital in a timely manner following completion of the~~
9 ~~course of study.~~

10
11 ~~D. The note will be forgiven at the rate of \$100 a month for full-time nurses for each~~
12 ~~month worked and \$50 a month for part-time nurses for each month worked,~~
13 ~~provided the nurse returns to (or is available for) regular full-time or part-time~~
14 ~~employment at the Hospital within two (2) months of successful completion of the~~
15 ~~agreed upon course of study.~~

16
17 ~~E. If a nurse terminates Hospital employment for any reason before the end of the~~
18 ~~minimum employment sufficient to forgive the entire loan under 14.4, the balance of~~
19 ~~the loan will immediately become due.~~

20
21 ~~F. The Hospital shall provide for appropriate procedures to implement this program.~~

22
23 ~~G. The educational reimbursement policy of Samaritan Health Services will apply to~~
24 ~~Registered Nurses.~~

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ARTICLE 15. GRIEVANCE PROCEDURE

A. Definition. A grievance is defined as a difference of opinion concerning the application or interpretation of this Agreement. It is the express intent of the parties that grievances shall be resolved informally with the manager whenever possible and at the lowest possible step. Grievances may be, by written mutual consent of the parties, referred back for further consideration or advanced to a higher step.

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

B. Procedure. Grievances shall be processed in the following manner:

1. Step 1. The nurse or Association representative shall present the grievance, in writing, to the nurse's immediate supervisor within fourteen (14) calendar days of its occurrence or the date the nurse or Association knew or should have known of the grievance, whichever is later. The written grievance shall identify the provision of the Agreement which has allegedly been violated and shall state what happened to cause the grievance and the relief requested. The supervisor and the nurse shall then meet to attempt to adjust the matter within fourteen (14) calendar days from the date the grievance is received. The supervisor shall respond to the grievance, in writing, to the grievant and the Association representative within fourteen (14) days of the first step meeting.

2. Step 2. If a grievance has not been settled between the affected nurse and the nurse's supervisor, it shall be presented in writing to the Nurse Executive by the Association representative within fourteen (14) calendar days after the supervisor's response at Step 1. The VP of Patient Care Services Nurse Executive shall meet with the grievant and an Association representative within fourteen (14) calendar days of receipt of the grievance and shall respond in writing to the grievant and Association

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1 representative within fourteen (14) calendar days after the Step 2 meeting.

2

3 3. Step 3. If the grievance is unsettled after the reply of the [VP of Patient](#)
4 [Care Services Nurse Executive](#), the Association shall submit a written
5 grievance to the Hospital Administrator or his designee within fourteen
6 (14) calendar days of receipt of the Hospital's reply at Step 2. The
7 Hospital Administrator or his designee shall meet with the grievant and
8 Association representative within fourteen (14) calendar days of receipt of
9 such grievance. The Hospital Administrator or designee shall respond to
10 such grievance in writing within fourteen (14) calendar days of the Step 3
11 meeting.

12

13 4. Step 4. If the grievance is still unsettled, the Association shall, within
14 seven (7) calendar days of receipt of the decision of the Administrator,
15 have the right to have the matter submitted to final and binding arbitration
16 as provided herein. The parties shall first attempt to select an arbitrator
17 who is mutually acceptable. If within ten (10) calendar days from the
18 request for arbitration the parties are unable to agree upon an arbitrator,
19 the Federal Mediation and Conciliation Service shall be requested to
20 submit a list of seven (7) names. Both the Employer and the Association
21 shall have the right to strike three (3) names from the list. The party
22 requesting arbitration shall strike the first name and the other party shall
23 then strike one (1) name. The process shall be repeated and the
24 remaining person shall be the arbitrator. The designated arbitrator shall
25 set a time and place for hearing which is agreeable to both parties.
26 Expenses for the arbitration shall be borne equally by the Association and
27 Hospital, and each party shall be responsible for compensating its own
28 representatives and witnesses. If either party desires a verbatim
29 recording of the proceedings, it may cause such a record to be made. If
30 the other party desires a copy, both parties shall jointly share the cost of
31 the transcript and all copies.

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~~4. 5.~~—The grievant, any nurse representative or nurse witness shall be granted release time without loss in pay or benefits to participate in grievance meetings. It is understood that this does not require payment to nurses unless the grievance meeting is during the nurse's working time. This section does not apply to an arbitration hearing.

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C. In an effort to work together, to expedite the grievance process and to resolve concerns in a timely fashion, the Union will make a good faith effort to also provide grievance documents to Human Resources according to the timelines set forth in this Article. Failure to provide a copy to Human Resources will not constitute the basis for a procedural bar in Arbitration.

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~~E.~~ D. Determination of Merit. The provisions of this Article shall not be interpreted to require the Association to process any grievance through the grievance or arbitration procedure which the Association believes, in good faith, lacks sufficient merit.

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~~D.~~ E. Arbitrator's Authority. The Arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The Arbitrator's decision and award shall be based on the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the Arbitrator shall be final and binding on the Employer, the Association and all employees involved.

The Hospital and the Association agree to jointly request that the arbitrator issue the written decision within thirty (30) days of the closing of the hearing or the submission of the briefs, whichever is later.

F.E. Time Limits. It is the intent of the parties that the time lines of this grievance and arbitration procedure shall be strictly adhered to; however, the time lines, after Step 1, may be adjusted by mutual written agreement by the parties to

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1 accommodate scheduling. The Employer shall have the right to refuse to
 2 arbitrate a grievance which is not raised in a timely fashion.

3
 4 **G.F. Introductory Employees.** A nurse suspended or terminated during the nurse's
 5 introductory period shall not be entitled to invoke the grievance and arbitration
 6 procedure to contest such suspension or termination.

7
 8 **H.G. Election of Remedies.** A nurse's election of any administrative or judicial
 9 proceeding in addition to this grievance procedure which involves any matter
 10 which is or might be alleged as a grievance under this Article shall relieve the
 11 Employer of any obligation to arbitrate such grievance. In such event, for
 12 purposes of the grievance procedure, the Employer's last response at Step 4
 13 shall be final and binding on all parties.

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ARTICLE 16. NURSING PRACTICE COMMITTEE

- A. ~~The Hospital maintains a~~ A Nursing Practice Committee ("NPC") shall be established.
- B. The objectives of the NPC shall be:
 1. To consider constructively the practice of nurses;
 2. To work constructively for the improvement of patient care and nursing practice;
 3. To recommend to the hospital ways and means to improve patient care and assist in any changes they recommend; and
 4. To exclude grievances or any matters involving interpretation of this Agreement from its discussions.
- C. ~~Per OAR law, the hospital will maintain a Nurse Staffing Committee. The NPC shall be composed of up to six (6) nurses appointed by the Association and up to six (6) managers appointed by the Hospital.~~
- ~~D. The NPC shall schedule regular meetings not to exceed 12 meetings per year. The nurse members will be paid a maximum of two (2) hours at straight time to attend a meeting. Agenda and minutes will be kept.~~
 - ~~1. A nurse member's attendance at an NPC meeting shall be on the nurse's unscheduled time or when the nurse's manager can excuse the nurse from scheduled work without interfering with patient care.~~
 - ~~2. Other nurses may attend meetings of the NPC on their own time, subject to meeting space. However, if the Hospital requires a nurse to attend an NPC meeting, the nurse will be paid for attending.~~

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1 ~~E. The NPC will objectively recommend measures to improve patient care. The~~
 2 ~~Hospital will consider such recommendations and will advise the NPC of action~~
 3 ~~taken.~~

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5

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ARTICLE 17. SENIORITY/LAY-OFF

A. Seniority is defined as the length of time the employee has been continuously employed in the bargaining unit. An employee shall have no seniority during the initial introductory period, but upon successful completion of this introductory period, employment seniority shall be retroactive to the date of hire.

1. Vacancies. Nurses who apply for posted bargaining unit positions will be given first opportunity for the position based on experience and qualifications within the department. If experience and qualifications are equal, unit seniority, then bargaining unit seniority will be applied. Notice of vacancies shall be prominently posted for seven (7) calendar days. It is the intention of the Hospital to notify employees of upcoming departmental openings. This may be accomplished by email, staff meeting minutes, verbal communication, etc. When a nurse is denied a position, the reasons for denial shall be provided to the nurse in writing.

2. A nurse shall lose all previous seniority credit and shall have the employment relationship severed if the nurse:

- a. Is laid off for a period of more than twelve (12) consecutive months; or
- b. Voluntarily leaves employment for six (6) months or more (A nurse may return within six (6) months or less and will retain seniority minus the time spent outside of the bargaining unit): or
- c. Is off work due to illness or injury in excess of eighteen (18) consecutive months; provided, however, that this period may be extended by mutual agreement, in writing, between the Employer, the nurse, and the Association; or

4. d. Is terminated from employment.

B. Layoff: Hospital management will notify the Association at least twenty one (21)

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1 days prior to initiating a layoff. Nurses in the unit where the layoff occurs will be
 2 given the opportunity to be voluntarily laid off. If it is determined that the
 3 voluntary procedure is not satisfactory, then:

- 4 1. Nurses will be laid off and/or have their FTE and shift adjusted by Hospital
 5 management within the bargaining unit in the reverse order of seniority
 6 provided that the remaining nurses currently possess the necessary
 7 competencies and skills to perform the work to be done. Should removing
 8 the least senior nurse result in inadequate competency and skills in the
 9 unit, then that nurse shall remain and the next least senior nurse shall be
 10 laid off. Nurses shall be recalled from layoff in the order of seniority
 11 provided that they have the necessary skills and competency to perform
 12 the work to be done.
- 13
- 14 2. No bargaining unit positions will be awarded to non-bargaining unit
 15 applicants until the conclusion of the layoff/reorganization is completed.
- 16 3. All Nurses who meet qualifications shall be considered for available
 17 positions within their current unit. Only nurses in good standing will be
 18 considered for advancement.
- 19
- 20 4. Employees will be paid severance in accordance with the current Hospital
 21 Severance policy. Nurse will waive recall rights by accepting severance.
- 22
- 23 5. The Hospital will provide the Association a list of the employees to be laid
 24 off, a seniority roster and a list of vacant positions within the bargaining
 25 unit. List will include department, unit, FTE and shift. The
 26 Association/Nurses will have ten (10) days to review and contest seniority
 27 dates.
- 28
- 29 6. Nurses shall be recalled from layoff in the order of seniority provided that
 30 they have the necessary skills and competency to perform the work. If a
 31 laid off nurse is recalled to a shift different from the nurse's assigned shift

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1 at the time of the layoff, the nurse may refuse such recall. The nurse may
2 not refuse more than on two occasions or recall rights will be forfeited.

3
4 7. The Hospital will notify the employee by certified mail and e-mail on file
5 with Human Resources of a position to which the employee may be
6 recalled.

7
8 8. Recall from layoff shall be in the reverse order of layoff or hours reduction
9 among the nurses from the unit and shift where the recall will occur.

10
11 C. Nurses who are promoted outside the bargaining unit but who remain
12 continuously employed by the Hospital / SHS Corporate (i.e. Epic position) and
13 later return to the bargaining unit will assume the same level of seniority
14 previously enjoyed.

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ARTICLE 18. ASSOCIATION REPRESENTATIVE

- 1
- 2 A. Duly authorized representatives of the Association shall be permitted at all
- 3 reasonable times to enter the Employer's facilities out of which the nurses work,
- 4 for the purpose of transacting Association business and observing conditions
- 5 under which the nurses are employed; provided, however, that (1) the visit shall
- 6 be subject to general Hospital rules regarding non-employees, and (2) there is no
- 7 interference with the work of any employees. Association representatives must
- 8 inform the Human Resources Department in advance of the time and place of the
- 9 visit. Approval shall not be unreasonably withheld.
- 10
- 11 B. Hospital shall provide bulletin [board](#) space in each nursing department. Such
- 12 posting shall be dated and signed by the Association representative, and it shall
- 13 be the responsibility of such representative to remove such notices in thirty (30)
- 14 calendar days. Association materials shall be limited to posting on the
- 15 designated bulletin board. Other materials may be posted with prior approval of
- 16 the Human Resources Director. Association agrees that no notices shall be
- 17 posted which are derogatory or inflammatory.
- 18
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ARTICLE 19. NON-DISCRIMINATION

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- A. Prohibition. The Association and Employer agree that the provisions of this Agreement shall be applied in accordance with all applicable state and federal laws regarding ~~equally to all nurses in the bargaining unit, without~~ discrimination, ~~as to age, marital status, race, religion, color, sex, national origin, ancestry, union affiliation, sexual orientation, or disability. Reasonable accommodation will be made by the Association and by the Employer to enable any qualified handicapped nurse to safely and properly perform the duties of their job. Nothing in this Article, however, shall be construed to prohibit Employer actions taken because of bona fide occupational qualifications, or Employer business necessity.~~
- B. ~~Gender. All references to nurses in this Agreement designate both sexes. Whenever the male or female gender is used, it shall be construed to include both male and female employees.~~
- BC. Association Affiliation. Neither the Association nor the Employer will unlawfully discriminate against any nurse because of the nurse's union membership or non-membership or because of lawful union activity.

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ARTICLE 20. SUCCESSORS

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2 A. In the event the Hospital shall by merger, consolidation, sale of assets, lease,
3 franchise, or by other means, enter into an agreement with another firm or
4 individual, which, in part or whole, affects the existing collective bargaining
5 Agreement, then each successor firm or individual shall be bound by each and
6 every provision of this Agreement, except as otherwise agreed. The Hospital
7 shall have an affirmative duty to call this provision of the Agreement to the
8 attention of any firm or individuals with which it seeks to make such an
9 agreement, and if such notice is so given, the Hospital shall have no further
10 obligation hereunder from the date of takeover.
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ARTICLE 21. RETIREMENT

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- A. The hospital will offer nurses covered by this Agreement the opportunity to participate in the Samaritan Health Services 401(a) and 403(b) Plans offered to the majority of Hospital employees not covered by this Agreement in accordance with the plans' respective eligibility and other terms. For each eligible nurse who is participating in the 401(a) Plan, the Hospital will contribute to the Plan an amount equal to four percent (4%) of the nurse's base compensation plus four percent (4%) over the taxable wage base in accordance with the Plan's terms. For each eligible nurse hired on or before July 2, 2014 who is participating in the 403(b) Plan, the Hospital will match contributions by the nurse to the Plan, up to a maximum amount equal to three percent (3%) of the nurse's base compensation in accordance with the Plan's terms.
- B. For each eligible nurse hired on or after July 3, 2014, who is participating in the 403(b) Plan, the Hospital will match contributions by the nurse to the Plan, up to a maximum amount equal to two percent (2%) of the nurse's base compensation in accordance with the Plan's terms.

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ARTICLE 22. WORK RULES

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- A. The parties recognize that the Employer is directly responsible to the public generally for the performance of the functions and services involved in operating the Employer's facilities. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, whether such work rule now exists or may be promulgated in the future.
 - 1. It is agreed, however, that no existing or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement. A provision of this Agreement will supersede a work rule where they are in apparent conflict, provided that the requirements of applicable federal and Oregon law will always be paramount.
 - 2. All work rules which are now in existence shall be reduced to writing and will be furnished to the Association and to affected employees.
 - 3. The Employer shall give the Association and employees no less than ten (10) calendar days advance notice of the implementation of any new work rule.
- B. The Employer's work rules shall include a procedure for employees to complain about harassment in the Employer's facilities.

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ARTICLE 23. SAVINGS CLAUSE

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- 2 A. If any Article or Section of this Agreement, or of any riders thereto, should be
- 3 held invalid by operation of law or by any tribunal of competent jurisdiction, or if
- 4 compliance with or enforcement of any Article or Section should be restrained by
- 5 such tribunal pending a final determination as to its validity, the remainder of this
- 6 Agreement and of any rider thereto, or the application of such Article or Section
- 7 to persons or circumstances other than those as to which it has been held invalid
- 8 or as to which compliance with or enforcement of has been restrained, shall not
- 9 be affected thereby.
- 10
- 11 B. In the event that any Article or Section is held invalid for enforcement, or
- 12 compliance with which has been restrained, as above set forth, the parties
- 13 affected thereby shall enter into immediate collective bargaining negotiations
- 14 upon the request of the Association or Employer, for the purpose of arriving at a
- 15 mutually satisfactory replacement within sixty (60) calendar days after the
- 16 beginning of the period of invalidity or restraint. The remainder of this Agreement
- 17 shall remain in full force and effect.

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ARTICLE 24. DURATION AND TERMINATION

After ratification by both the bargaining unit and Employer's Board of Directors, this Agreement shall be effective from the date of its ratification by the bargaining unit, except as otherwise provided in the Agreement, and shall remain in full force and effect through midnight June 30, 202017, and from year to year thereafter unless either party provides written notice of a desire to reopen this Agreement for renegotiation or termination by providing written notice of such desire no less than ninety (90) calendar days prior to June 30, 202017, or to any succeeding June 30 anniversary date thereafter.

Dated this _____ day of _____, 2017.

<u>OREGON NURSES ASSOCIATION</u>	<u>SAMARITAN PACIFIC HEALTH SERVICES, INC.</u>
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Dated this 8 day of October, 2014

OREGON NURSES ASSOCIATION

SAMARITAN PACIFIC HEALTH SERVICES, INC.

By: [Signature]
Sean Butler, RN Chairperson

By: [Signature]
David Bigelow, CEO

By: [Signature]
Chesley Parker, RN

By: [Signature]
Lone Williams, VP Patient Care

By: [Signature]
Lynn Moody, RN

By: [Signature]
Scott Russell, Labor Relations Director

By: [Signature]
Rexanne Payne, RN

By: [Signature]
Gina Tapp, HR Director

By: [Signature]
Terri McCulley, RN

By: [Signature]
Jessica Carver, Nurse Manager-Med/Surg

By: [Signature]
Christine Hauck, ONA Labor Relations Representative

By: [Signature]
Sarah Cole, Nurse Manager-Women's Center

By: [Signature]
Anne Norris, Nurse Manager-Home Health/Hospice

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APPENDIX A

SPECIALTY CERTIFICATIONS

- AOCN Advanced Oncology Certified Nurse
- CAPA Certified Ambulatory, Peri-Anesthesia Nurse
- CCCN Certified Continence Care Nurse
- CCRN Critical Care RN
- CEN Certified Emergency Nurse
- CFCN Certified Foot Care Nurse
- CFRN Certified Flight Registered Nurse
- CGRN Certified Gastroenterology Registered Nurse
- CHPN Certified Hospice and Palliative Nurse
- CMSRN Certified Medical Surgical Registered Nurse
- CNOR Certified Nurse, Operating Room
- COCN Certified Ostomy Care Nurse
- CPAN Certified Post-Anesthesia Nurse
- CPEN Certified Pediatric Emergency Nurse
- CPN Certified Pediatric Nurse
- CPON Certified Pediatric Oncology Nurse
- CRNI Certified Registered Nurse Intravenous
- CVN Certified Vascular Nurse
- CWCN Certified Wound Care Nurse
- CWOCN Certified Wound, Ostomy, Continence Nurse
- HNC Holistic Nurse Certification
- IBCLC Certified Lactation Nurse
- LCCE Lamaze Certified Childbirth Educator
- OCN Oncology Certified Nurse
- ONC Orthopaedic Nurse Certificate
- PCCN Progressive Care Certification Nurse
- RNC Maternal/Neonatal Nursing Certificate
-INPT, MN, LRN
- RN, C/BC Ambulatory Care Nurse

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- Cardiac/Vascular Nurse
- Gerontological Nurse
- Medical Surgical Nurse
- Perinatal Nurse
- Pain Management
- ~~OR-SANE~~ — Sexual Assault Nurse Examine
- ~~WCC~~ Wound Care Certification

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MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding is entered into by and between Oregon Nurses Association (hereinafter ONA) and Samaritan Pacific Health Services, Inc. (hereinafter SPCH) who may also be referred to as “the parties” and is effective on the date signed.

The parties agree that open and proactive communication is critical to an effective relationship. The nurses agree to raise questions and discussion items as they arise with management and leadership as needed to address matters before they become issues; and management agrees to meet informally and discuss these questions and discussion items in an effort to resolve them. If items go unaddressed, are more complex or accumulate, the SPCH ONA Executive Committee Chair(s) can request a meeting to discuss these items with appropriate representation from each party as agreed. SPCH will agree to the meeting and both parties will mutually agree within one week of the request on a date, time and location for the meeting.

Date: _____
Christine Hauck, ONA

Date: _____
Scott Russell, Labor Relations Director, SHS

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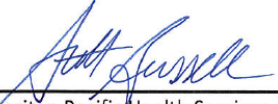
Memorandum of Understanding
November 6, 2017

Samaritan Pacific Health Services (the Hospital) will within ninety (90) days of contract ratification have a tentative plan in place for training interested nurses to become Nurse Float Level 1. Items to be addressed include, but are not limited to:

- a) Definitions
- b) Timeframes
- c) How Nurses Are Selected to Participate
- d) Required Training
- e) Competencies; and
- f) Program Commitments.

Within one hundred twenty (120) days of ratification, the Hospital will convene the Nurse Practice Committee to obtain input on the tentative plan prior to finalizing such plan. Within one hundred eighty (180) days of ratification, applications will be accepted. Within 210 days, the Hospital will select and begin the participation of nurses into this float program.

 _____ 11/6/17
Oregon Nurses Association Date

 _____ 11/6/17
Samaritan Pacific Health Services Date

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CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.

Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Samaritan Pacific Community Hospital, July 1, 2014 through June 30, 2017.

Signature: _____

Today's Date: _____

Your Mailing Address: _____

Home Phone: _____ *Work Phone:* _____

Email: _____ *Unit:* _____

Shift: _____