Ground Rules Between
Oregon Nurses Association and Samaritan Pacific Communities Hospital
2021 Bargaining Round

Both parties agree:

- to develop our relationship in an environment of mutual trust,
- to commit to work collaboratively to contribute to the health and quality of life in our community,
- to be fully attentive and actively engage in bargaining,
- except under the most extraordinary of circumstances, neither party will cancel or postpone a bargaining session, unless they provide the other party with five days advance notice,
  - bargaining will not proceed if either lead negotiator cannot attend and every effort will be made for notifications to happen at least 24 hours in advance,
- once scheduled, a bargaining session cannot be canceled on that day or cut short without the agreement of both parties, in general, we’ll bargain 9a – 5p. Deviations from these times will be arranged in advance, hopefully a week or more.
- when bargaining remotely, via Microsoft Teams, members of both bargaining teams shall participate with video enabled unless their equipment is technically incapable, and participants will keep microphones muted unless speaking,
- Both sides will ask their team members to test their technology in advance, so we don’t have to wait for people to arrive and connect 15 minutes late. If necessary, arrive early to ensure connection.
- Nurses from the bargaining unit and non-bargaining team managers may join as silent observers. Mute upon entry, cannot use chat. Regularly, at appropriate break points, we will ask observers to identify themselves by name and department. ONA will instruct nurses about these rules in advance.
- When we caucus, each side will estimate how long we’ll need to caucus. When we caucus, the ONA team will leave Teams and move into Gary’s Zoom. However, we can notify the other side by text between the lead negotiators if we need more time. In general, we will work to ensure that the other side is informed and honor/respect the productivity of the other side.
- Tentative Agreements will be signed by the lead negotiators and then the article becomes closed unless mutually agreed upon to re-open.
- All new proposals will be on the table by the end of the third session.
- ONA will present their proposals first and SPCH to follow.
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 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 representative within
fourteen (14) calendar days after the Step 2 meeting.

3. **Step 3.** If the grievance is unsettled after the reply of the VP of Patient Care Services, the Association shall submit a written grievance to the Hospital Administrator or his designee within fourteen (14) calendar days of receipt of the Hospital's reply at Step 2. The Hospital Administrator or his designee shall meet with the grievant and Association representative within fourteen (14) calendar days of receipt of such grievance. The Hospital Administrator or designee shall respond to such grievance in writing within fourteen (14) calendar days of the Step 3 meeting.

4. **Step 4.** Prior to moving to arbitration, the parties may agree to take the grievance to mediation through either the Federal Mediation and Conciliation Service ("FMCS") or some other mediation agency. If the grievance is still unsettled, the Association shall, within seven (7) calendar days of receipt of the decision of the Administrator *(or at the conclusion of mediation if unsuccessful)*, have the right to have the matter submitted to final and binding arbitration as provided herein. The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) calendar days from the request for arbitration the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Both the Employer and the Association shall have the right to strike three (3) names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by the Association and Hospital, and each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording
of the proceedings, it may cause such a record to be made. If the other
party desires a copy, both parties shall jointly share the cost of the
transcript and all copies.

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.

C. In an effort to work together, to expedite the grievance process, and to resolve
concerns in a timely fashion, the Association 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.

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.

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

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

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