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

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

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

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

A. F. The Hospital will provide thirty (30) minutes during new hire nursing orientation for an Association representative, to discuss the Association with new
bargaining unit nurses. Professional Development produces the schedule of new hire orientations for a calendar year in January of that year which is available online. The hospital agrees to allow ONA to hold an orientation meeting for represented employees. The Hospital will allow a period of up to thirty (30) minutes for a union representative, on paid time, to discuss the union with bargaining unit members. This representative must receive prior authorization from their supervisor to leave the department. This request will not be unreasonably denied. The Hospital shall inform each new hire of the date, time, and place of the regularly scheduled mandatory orientation meeting. When the new hire is unable to attend the orientation meeting, the new hire will inform the Hospital, who shall notify the Association representative and provide personal telephone and personal email address.

G. The employer will allow designated union representative paid Union time when representing bargaining unit members at management called investigatory and disciplinary meetings. If requested by the nurse, the Hospital shall allow an unpaid union representative to attend a disciplinary meeting.
ARTICLE 12. FLOATING

A. Given due consideration to required skills, nurses may be floated from their core unit (the unit the nurse is hired into and is regularly assigned) 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. Float assignments will be made based on the competency level of the nurse.

   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, 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.
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.
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
CFRN  Certified Flight Registered Nurse
CGRN  Certified Gastroenterology Registered Nurse
        __CLC___ Certified Lactation Counselor
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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MEMORANDUM OF UNDERSTANDING
FLOAT PROGRAM

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.

Oregon Nurses Association 
Date

Samaritan Pacific Health Services 
Date