

**Professional Agreement**  
**between**  
**Oregon Nurses Association**  
**and**  
**Samaritan Lebanon Community Hospital**

~~September 5, 2016~~ through June 30, 2022

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## **AGREEMENT**

This Agreement is to formalize a mutually agreed-upon and understandable working relationship between Samaritan Lebanon Community Hospital and its registered professional nurses entered into between the **OREGON NURSES ASSOCIATION**, hereinafter referred to as the "Association," and **SAMARITAN LEBANON COMMUNITY HOSPITAL**, hereinafter referred to as the "Hospital."

### **ARTICLE 1. RECOGNITION**

The Hospital recognizes the Association as the exclusive bargaining representative for all registered nurses employed as staff nurses in the Patient Care Division, but excluding nurse managers, full-time nursing supervisors, "primary" relief nursing supervisors, assistant department managers, all medical group employees, and all other employees.

### **ARTICLE 2. ASSOCIATION MEMBERSHIP**

A. All nurses who have become members of the Association and those who have not delivered to the Association a certified letter resigning or opting out of membership before the 30<sup>th</sup> day after the date this Agreement is fully ratified shall, as a condition of employment, maintain membership in good standing in the Association for the duration of this Agreement, except that a nurse may resign membership by sending a certified letter to the Association during the month of June 2017. A member is defined as a nurse who tenders the periodic dues.

All nurses hired after the effective date of this Agreement who have not delivered to the Association a certified letter resigning or opting out of membership before the 30<sup>th</sup> day after hire shall, as a condition of employment, become and remain members in good standing in the Association for the duration of this Agreement, except that a nurse may resign membership by sending a certified letter to the Association during the month of June 2018.

B. Membership dues may be deducted from the nurse's paycheck, with proper ONA/Samaritan Lebanon Community Hospital Collective Bargaining Agreement ~~2016-2019~~ – ~~2019~~2022 1

authorization, on a monthly basis and remitted to the Association. The Association will provide the Hospital with the appropriate forms and documents for payroll deduction.

C. The Association will indemnify the Hospital and hold it harmless against any and all claims, grievances, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Hospital in connection with this Article.

D. The Hospital will provide to the Association monthly a list containing the names, addresses, telephone numbers, and dates of hire for all nurses covered by this Agreement.

E. The Hospital will provide to the Association in June and December each year a list of all nurses in the bargaining unit including name, employee identification number, unit, shift, address, telephone number, hire date, rate of pay and FTE.

### **ARTICLE 3. NONDISCRIMINATION**

A. The Hospital may not unlawfully discriminate against any nurse on account of membership in or lawful activities on behalf of the Association. Similarly, the Association may not unlawfully discriminate against any nurse who exercises his or her right to refrain from union membership and/or activity.

~~B.~~ The Hospital and the Association agree that each will fully comply with the applicable laws and regulations regarding nondiscrimination and will not unlawfully discriminate against any nurse or applicant for employment because of race, sex, sexual orientation, gender identity, national origin, color, religion, marital status, age, disability, family relationship, or any other form of discrimination prescribed by law.

~~This paragraph is intended to include sexual orientation in accordance with any applicable law regarding that status.~~

~~B.~~

C. Any claim of discrimination because of matters referred to in this Article that are within Oregon or federal nondiscrimination regulation may be pursued through the grievance procedure set forth in Article 17 only through Step IV and subsequent mediation.

## **ARTICLE 4. MANAGEMENT RIGHTS**

The Hospital retains all rights, except as those rights are limited by express and specific language of this Agreement. Nothing in this Agreement (for example, but not limited to, the Recognition and Arbitration Articles) may be construed to impair the right of the Hospital to conduct all of its business in all particulars, except as expressly and specifically limited in this Agreement. Nothing in this Agreement restricts the right of the Hospital to modify its policies and procedures to the extent that the modifications are not inconsistent with express provisions of this Agreement. Failure of the Hospital to exercise any right reserved to it, or its exercise of any such right in a particular way, will not be deemed a waiver of the right or the waiver of its authority to exercise any such right in some of the ways not encompassed by the terms of this Agreement.

## **ARTICLE 5. ASSOCIATION RIGHTS**

A. Duly authorized representatives of the Association will be permitted at all reasonable times to enter the facilities operated by the Hospital for the purpose of observing the work being performed, to attend meetings, to investigate grievance concerns, and to conduct legitimate Association business, provided, however, that if the Hospital provides written notice of its desire to have notification, the Association's representatives shall, upon arrival at the Hospital, notify the Vice President of Patient Care Services, Human Resources Director, or designee of the intent to transact Association business. Association business is to be conducted in an appropriate location and may not interfere with the work of nurses or other employees. Any employee interview, meeting, or extended conversation is to be conducted during the employee's rest or lunch period. A meeting room in the Hospital will be provided, space and time permitting.

B. The Professional Nurses Association of Lebanon ("PNAL") may reserve and use Hospital meeting space on the same basis as other internal groups.

C. The Association will be provided designated space on the following Hospital employee bulletin boards: (a) ACU nurses' break room; (b) OR nurses' break room; (c) ED nurses' break room; (d) OB dressing room; (e) in a designated area in Infusion



Services; (f) CCU nurses' break room; (g) in a designated area in Same Day Surgery clean supply room; and (h) the main bulletin board (designated by the Hospital) and (i) in a designated area in Endoscopy. Such bulletin boards may be used for the posting of Association notices. Postings must be signed and dated by the person doing the posting on behalf of the Association. Postings will be limited to items relevant to the practice and profession of nursing, notices of election, appointments, and the results of elections, and notices of meetings, PNAL newsletters, and other Association business. A copy of material posted is to be furnished to the Vice President for Patient Care Services at the time of the posting. An all RN distribution list may be established for communication to PNAL members. The VP of Patient Care Services and the PNAL BU Chairperson only will be authorized to create and send messages to the group. Such messages will be limited to items relevant to the practice and profession of nursing, notices of election, appointments, and the results of elections and notices of meetings, PNAL newsletters, and other Association business. A copy of the message will be furnished to the VP of Patient Care Services at the time of the posting.

D. Association/PNAL newsletters may be distributed to nurses using the Hospital's internal communication system (e.g., the "cubbies" or successor communication system).

E. The Hospital will notify PNAL of newly hired nurses, with the nurses' name(s), address(es), and phone number(s), by providing a copy of the "welcome letter" sent by the Human Resources department (which includes the scheduled time and date for the nurse to attend orientation). The Hospital will provide names and unit assignments of RN transfers to the PNAL BU Chairperson no later than five (5) days of transfer effective date. The Association will be provided a paid thirty (30) minute period during SLCH orientation to meet with newly hired nurses and transfers to describe Association benefits. The local representative will be responsible to pre-schedule the orientation with their manager.

F. A letter from the Hospital stating that it recognizes the Association as the collective bargaining representative for bargaining unit nurses will be mailed to each newly hired nurse with the "welcome letter" sent to new hires.

G. **Paid Union Time:** The Employer will allow one Union Representative paid Union time when representing bargaining union members for management called investigatory and disciplinary meetings when not on work time.

H. **ONA Contract Negotiations:** If a nurse serving on the bargaining team is scheduled to work on a negotiation day he or she will be given mandatory absence hours. The nurse will notify the staffing office/manager if s/he desires the day to count toward on call rotation.

## ARTICLE 6. DEFINITIONS

A. **Full-time Nurse.** A nurse who is regularly scheduled for an average of 32 ~~24~~ to 40 hours per workweek within two consecutive workweeks.

B. **Part-time Nurse.** A nurse who is regularly scheduled to work an average of 31 ~~23~~ hours or less per workweek within two consecutive workweeks.

C. **Per Diem Nurse.** A nurse who is not regularly scheduled, but works at the convenience of the Hospital. Per Diem nurses are obligated to work a minimum of four shifts per scheduled period, calendar month, including ~~two~~ one weekend shifts, if the Hospital needs them. Per Diem nurses will also be scheduled by the manager to work one holiday per year. Every other year the holiday assigned will be Thanksgiving, Christmas Eve or Christmas Day according to departmental needs. Any exceptions to the requirements noted above must be pre-approved by the manager/VP of Patient Care. If a Per Diem nurse has a shift cancelled pursuant to Article 7.G, such cancelled shift will count towards the minimum obligation of four shifts per schedule period calendar month. Per Diem nurses will receive overtime for hours worked over forty (40) in a work week. Per Diem nurses who agree to work on the same day with short notice (within 24 hours) will receive two (2) hours of pay in addition to the number of hours actually worked in the shift.

D. **Introductory Nurse.** A newly hired nurse for the first 180 days of employment with the hospital. A New Graduate Nurse or RN Intern's introductory period will commence upon the completion of training or the internship program and will last for three (3) months. A nurse's introductory period employment may be terminated

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without recourse to the grievance procedure.

E. Temporary Nurse. A nurse hired to work a specific limited time, not to exceed 180 days.

F. Staff Nurse. A Registered Nurse ("RN") performing regularly assigned nursing duties.

~~G. Charge Nurse. A staff nurse who serves a leadership or resource function in the unit, assisting supervisory personnel for the organized nursing unit for a specific shift.~~

~~H.G.~~ Preceptor Nurse. A staff nurse who has met the eligibility requirements and has received the additional training to act as a preceptor. Eligibility requirements are specified in the Hospital's "Preceptor Criteria/Guidelines." Nurses who act as preceptors will receive feedback on their annual performance appraisal related to such duties as described in the preceptor job description.

~~H.H.~~ Resource Nurse. A staff nurse who has been assigned to work with nurse supervisors, physicians, and staff as a resource to address changes in patient conditions, staffing needs, staff assignments and relief. Resource nurses may work variable shifts, may work in several departments during a work shift or may be assigned to special projects.

~~J.I.~~ Nursing Supervisor. A supervisory nurse who works as a house supervisor. Nursing Supervisors are not to work as staff nurses during the shift they are assigned as the Nursing Supervisor.

~~K.J.~~ Weekend. The period from 7p.m. Friday to 7 p.m. Sunday.

~~L.K.~~ Overtime Pay. One and one-half times a nurse's "regular" hourly rate of pay as calculated under the federal Fair Labor Standards Act.

~~M.L.~~ Workday. The 24 hours commencing when the nurse reports to work.

N.M. Workweek. A seven-day period commencing at 12:01 a.m. Monday and ending at 12 midnight the following Sunday. ARTICLE 7. HOURS OF WORK

A. Shifts of Work. Normal shifts are 8 hours, 10 hours, or 12 hours, depending on a nurse's regular schedule. There will be a 30-minute unpaid meal period near the middle of the shift as possible. For ten (10) or twelve (12) hour shifts, the meal may be taken any time up to and completed by the end of the 7<sup>th</sup> hour of week. Nurses are responsible for notifying their supervisors if they believe they will not be able to take a meal break, and they will jointly arrange a reasonable meal period. ~~Missed meal periods will be paid at time and one-half.~~ There will be a 15-minute rest breaks provided as required by BOLI. every four hours of work. Supervisors and nurses shall be jointly responsible for making equitable arrangements for meal and rest breaks while meeting patient care responsibilities. Nurses may combine breaks with supervisor/manager approval on a shift by shift basis.

B. On-call during meal periods: Those nurses ~~who are designated by the Hospital as part of the "code team"~~ and who are ~~obligated~~ designated by management to be on call during such nurses' 30- minute meal period(~~s~~) ~~to respond to "codes" will~~ may be paid at the Census on-call on-call rate for such 30- minute meal period. It is the nurse's responsibility to enter on-call time into the electronic timekeeping system. If such a nurse is called to work during such nurse's 30-minute meal period, the nurse will be paid at the rate of time and one-half the nurse's regular rate of pay for the missed 30-minute meal period.

C. Overtime. Overtime pay at time and one-half the regular rate of pay will be paid for:

1. Time worked over a nurse's regularly scheduled shift of 8, 10, or 12 hours in the workday.
2. Time worked over 40 hours in a workweek or over eight (8) hours in a workday and/or eighty (80) hours in two consecutive workweeks. Overtime will not be pyramided. Each hour of overtime will be paid for only once. There is to be no scheduling of mandatory overtime. The parties recognize each nurse's

professional and licensing obligation not to abandon patients.

3. Therefore, the nurse may be required to work overtime only on those rare occasions when necessary so as not to leave patients abandoned. Refer to Article 7.H for additional information.

D. Census On-call. On-call is defined as time a nurse is required to be available to work outside of regularly scheduled shifts or during periods of temporary staff reductions for low census. On call rates are specified in Appendix A. If a nurse is on-call, the hospital shall contact the nurse at all telephone numbers provided, including cellular telephone numbers. Scheduled on call is optional for nurses in the CCU, ED, Infusion Services, IV Therapy and GBC.

1. Call-back. Call-back is defined as time ~~worked~~ called back from on-call. Call-back will be paid at the rate of time and one-half the regular rate of pay for all hours worked when called back plus applicable differentials. If a nurse is called back to work the minimum pay for call back is three (3.0) hours. In addition, on-call pay will continue during periods of callback. Call back hours paid may not exceed the number of hours scheduled on call. Call back shall not be paid in combination with regular pay for the same hours worked.

~~2. Surgical Services Moved to its own Article.~~

~~a. Required On-call: Scheduled on call is required of nurses in the OR, ENDO, and PACU. OR, ENDO and PACU nurses will not be required to work more than 56 hours per month at the regular on call and call back pay. Weekend shifts (beginning at the end of the regular shift on Friday until the beginning of the regular shift on Monday) will be shared equally and/or assigned by rotation within each department. Scheduled vacations do not exempt the nurse from the assigned call weekend. The nurse is required to find call coverage. If more coverage is needed for the department after the required call is selected a nurse may volunteer to take more call to cover the remaining shifts. Volunteers for extra call will have an opportunity to share those hours. If further coverage is required there will be a rotation of extra shifts until all shifts are covered. The hospital will make every effort to limit a nurse's maximum call per month to one weekday per week and one full weekend. If a nurse is on vacation for~~

~~greater than one week, the required call will be reduced in relation to the time taken. (e.g. one full week of PTO in a month requires the nurse to take 42 hours of call. Two full weeks of PTO in a month requires the nurse to take 28 hours of call.) If a nurse chooses to take more call bonus pay will not be paid until 56 hours per month minimum is met.~~

~~b. Required Holiday on-call~~

~~Holiday call will be equally shared and assigned by rotation. Holidays will be split into two groups, the groups being spring/summer holidays (i.e. Easter, Memorial Day, 4th of July, Labor Day) and fall/winter holidays (i.e. Thanksgiving, Christmas Eve, Christmas Day and New Year's Day) A rotation will be established within each department. In the OR and PACU, one spring/summer and one fall/winter holiday will be assigned by rotation. In the OR if the department is closed and/or a holiday is attached to the weekend, (i.e. Thursday or Monday) the weekend will be assigned with the holiday. In Endo, holiday call rotation will alternate yearly between holiday groups. Rotation in all departments will be based on the number of nurses assigned to take call within that department and may vary from year to year.~~

~~c. Bonus Call payment:~~

~~The nurse will receive bonus call payment for scheduled on-call hours in excess of 56 hours per month at a rate of double the on-call rate. 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 will receive an additional ten dollars (\$10.00) per hour for each call back hour worked and fifteen (\$15.00) per hour for call back hours worked on a holiday, except for Thanksgiving, Christmas Eve and Christmas. (See Article 9.E)~~

~~d. Volunteer On Call: If nurses regularly scheduled outside of OR, ENDO, or PACU volunteer to take call for OR, ENDO, or PACU, the nurse will be paid Bonus call retroactive back to the first hour, once the minimum of 56 hours of call are completed, including 16 weekend hours per month.~~

~~e. Orphan Call: 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.~~

~~f. Surgical Services Callback:~~

~~Non Scheduled Call-Back: If an OR, PACU or ENDO nurse gets called back to work, outside of the departments' regular hours of operation, when not on call the nurse shall receive on-call pay and the usual minimum call-back pay at the Bonus Call rate.~~

~~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. If a nurse has been called back from on-call for more than six hours on a weeknight, the nurse may request to be relieved from the next day's regularly scheduled shift. Nurses will not be required to work more than sixteen (16) hours in a twenty four (24) hour period. The Hospital will make good faith, reasonable efforts to permit a nurse in such a situation to be relieved, upon his or her request.~~

E. Temporary Staff Reductions for Low Census/Mandatory Absence (MA). Any nurse is subject to shift cancellation before reporting to work. The hospital will make reasonable efforts to notify nurses of shift cancellations at least two (2) hours in advance of the scheduled shift, assuming there are no sick calls received after two (2) hours prior to the shift start time. Failure to do so will result in the nurse having the option to either report to work for four (4) hours and be assigned to any work available or remain home without pay. If patient-care needs can be met, however, the Hospital will cancel shifts in the following order:

1. Agency nurses
2. Travel nurses, if possible (If possible means: travel nurses that can be called off according to contract will be placed on call or cancelled for the shift before Hospital staff, up to their allowed number of call offs per

contract.)

3. Volunteers working overtime
4. Nurses working overtime
5. Volunteers working a regular shift by rotation
6. SLCH Per Diem nurses
7. Nurses working a regularly scheduled shift by rotation (nurses working as a preceptor with a student may be placed in rotation provided there is another available preceptor to which the student may be assigned.)When the Hospital determines that unit staffing requirements permit it to offer the nurse a choice, the nurse will be given the choice of having the shift cancelled or being on- call.

A nurse holding an FTE will not be canceled more than twenty-four (24) hours per scheduled period month (i.e. Two (2) twelve (12) hour shifts or three (3) eight (8) hour shifts.); not including hours shifts when the nurse volunteers or extra hours.

If after the above shift cancellations have been made and still fewer staff are needed-  
than are scheduled or if the Hospital determines fewer staff are needed after the shift has begun, the Hospital will send home nurses who have already reported to work, in the following order:

- a. Agency nurses
- b. Travel nurses if possible
- c. Volunteers working overtime
- d. Nurses working overtime
- e. Volunteers working a regularly scheduled shift by rotation
- f. Per Diem nurses
- g. Nurses working a regularly scheduled shift by rotation (nurses working as a preceptor with a student may be placed in rotation provided there is another available preceptor to which the student may be assigned.)

A nurse will be sent home after reporting to work only after working four (4) hours: If a



regularly scheduled nurse is sent home and agrees to be on call for his or her unit for the remainder of the shift, the nurse may do so. If the nurse is called back from being on call, any time worked will be paid at time and one-half the regular rate of pay. No nurse will lose any benefits as a result of staying home from a regularly scheduled straight time shift at the request of the Hospital.

Census On-call/Mandatory Absence rotation: A nurse's last on-call date will be assigned when to any nurse placed on-call for more than half of their regularly schedule or extra shift. working less than five hours of a regular or extra shift.

F. Weekend. Nurses are to receive at least every other weekend off unless a nurse and the Hospital agree to a different schedule. . Nurses who agree to work on weekends normally scheduled off will receive time and one-half their regular rate of pay plus twenty dollars \$20 per hour premium for all hours worked on the extra weekend except for trades arranged by nurses for their convenience. Such trades must be approved by the manager prior to such the weekend.

G. Work Schedules. Work schedules of two to three pay periods duration will be posted no less than four (4) weeks in advance of the first day of the identified work periods. Requests for time off are to be submitted on the Schedule Request Form\_ through the PTO request process or the electronic scheduling program according to the instructions for each. After the schedule is posted, changes may be made only with mutual agreement of the manager/Nursing Supervisor and the nurse.

H. Extra Hours. Extra available hours will be posted made available when the schedule is posted and will be offered to all regularly scheduled nurses for the first seven days and then to Per Diem nurses. Nurses who are interested in consistently volunteering for extra hours should make their availability known to the Staffing Office.

Nurses will receive a premium of time and one half for extra hours worked above 0.8FTE. Premium pay for extra hours will not be paid if a nurse is working as the result of a schedule change arranged for the convenience of the nurse. Such schedule changes must be approved by the manager prior to the change. Eligibility for extra shift premium shall not include hours on call or called back (OR, PACU, or ENDO), sick

leave, or paid educational leave. Once a nurse agrees to work an extra shift, the nurse is committed to those hours.

I. Rotation of Shifts. There will be no rotation of shifts for regularly scheduled nurses, except during orientation.

J. Floating. A nurse will not be required to float to a unit for which the nurse is not qualified. A nurse will be deemed to be qualified if the nurse has the skill and training to maintain the quality of nursing care in that unit and to provide the appropriate care needed. A nurse will be considered qualified if the nurse has previously oriented to the unit and has worked in the unit within the past three months, except in instances of major changes to Nursing Procedures, equipment, or types of patients since orientation to the unit. If a nurse feels unqualified for a specific assignment, the nurse should indicate in writing the reasons why and give them, at the time of the request, to the appropriate manager or Nursing Supervisor. In the event of a disagreement in the qualifications for a specific assignment, such a dispute is subject to resolution through the grievance procedure commencing at Step II. Although the nurse may be required to float to the unit on the shift in question, after the filing of the grievance the nurse will not be required to float to the designated unit again, unless the nurse either receives orientation to the unit or does not prevail with the grievance.

## **ARTICLE 8. LABOR MANAGEMENT COOPERATION COMMITTEE**

A. The Hospital and Association will participate in a joint Labor Management Cooperation Committee ("LMCC"). The goal and purpose of the LMCC shall be to foster a more positive and collaborative relationship between the parties leading to fewer grievances, more expeditious contract negotiations and the ability to resolve issues which arise during the term of the collective bargaining agreement based on mutual respect and the acknowledgment of each party's legitimate organizational interests.

B. The LMCC shall be composed of eight (8) members, four (4) from the Association, and four from the Hospital who, by virtue of their positions within their respective organizations possess the authority to make decisions on behalf of their constituents. The Association members shall be the ONA Labor Representative and ONA/Samaritan Lebanon Community Hospital Collective Bargaining Agreement 2016-2019 – 2019-2022 13

three (3) nurses elected or selected from the Bargaining Unit Leadership, preferably having had contract negotiation experience. All members shall be compensated for time spent in LMCC meetings or working on jointly approved LMCC projects.

C. Initially the parties agree to the following:

1. A commitment to the exchange of information including current financials.
2. A commitment to make every reasonable effort to solve problems as they become evident.
3. To meet quarterly. LMCC will be canceled if no agenda items are presented two (2) weeks ahead of the meeting. Meetings may be canceled and/or rescheduled by mutual agreement.
4. To furnish written records of LMCC discussions to the RN Bargaining Unit and Nursing Managers.

#### **ARTICLE 9. HOLIDAYS**

A. The following holidays will be recognized and compensated:

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day

B. Nurses who work any of the holidays above will be paid time and one-half the regular rate of pay for majority of hours worked on the holiday.

~~C. —C. Holiday assignments will be distributed fair and equitably by rotation. Nurses are expected to work their assigned holidays unless a nurse trades their holiday for another nurse's holiday in the same year. The Hospital will attempt to set work schedules such that no nurse will be required to work both Christmas Eve and Christmas Day and no nurse will be required to work Thanksgiving every year. Scheduled staff on Christmas Eve and Christmas Day will not exceed core plus one staffing levels.~~

All Departments except Surgical Services:

In departments that reduce staff on holidays, nurses will have the option to pick up another shift a straight time during the same work week or choose to PTO or take the time as non-paid. The nurse must notify the Scheduling Office at least six (6) weeks in advance which option they will select. In departments that require full staff, nurses who are not working their regularly scheduled shift because of the holiday rotation will be assigned another shift in the same work week to meet their FTE.

~~D.~~ Nurses who work an extra shift above their FTE for each recognized Holiday will be paid two (2) times the straight time rate of pay so long as the holiday is not a result of trades but rather at the need of the hospital. If the holiday falls on a weekend the nurse will be paid two (2) times the straight rate of pay plus twenty dollars (\$20) per hour.

~~E.C.~~ Nurses who are on-call on recognized holidays ~~Thanksgiving, Christmas Eve or Christmas Day~~ will receive time and one-half (1½) plus twenty-dollars (\$20) per hour for all hours calledback.

## ARTICLE 10. PAID TIME OFF

A. Definition. Paid time off ("PTO") is defined as time earned for paid leave that can be used by eligible nurses to meet their personal needs for paid time off work. PTO is in lieu of vacation, holidays, and sick leave. Those nurses who still have accumulated sick leave will retain it and may use it for absences due to illness or injury.

B. **Accrual.** PTO shall accrue from date of hire and may be used after ninety (90) days of employment at the applicable rates set forth below.

Nurse hired on or before September 24, 2013 - Accrual Rate

<b>Month of Service</b>	<b>Accrual Rates</b>
1 <sup>st</sup> through 48 <sup>th</sup>	.1077 hours per compensable hour
49 <sup>th</sup> through 108 <sup>th</sup>	.1269 hours per compensable hour
109 <sup>th</sup> and each month of service thereafter	.1462 hours per compensable hour

Nurses hired after September 24, 2013 - Accrual Rate

<b>Month of Service</b>	<b>Accrual Rates</b>
1st through 48th	.09615 hours per compensable hour
49th through 108th	.11538 hours per compensable hour
109th and each month of service thereafter	.13461 hours per compensable hour

PTO will accrue on all hours paid to the nurse (except on-call hours) or the hours scheduled but not worked by a nurse because of low census days or holiday department closure, according to the immediately preceding schedule.

C. **PTO Use.** PTO may be taken after 90 days of employment.

**Optional PTO Use:** Nurses may have the option of taking a day off without pay instead of using PTO under the following conditions:

1. Low census day
2. Holiday department closure or staff reduction

3. Military Leave
4. ONA contract negotiations

D. Cashing Out. Nurses may cash out PTO in accordance with the terms of the Hospital's policy applicable to the majority of unrepresented employees, as it is currently in effect and as may be changed from time to time.

E. Carrying Over. Nurses are required to take a minimum of two weeks' time off using PTO each calendar year. PTO hours may carry over from one year to the next, however, when a nurse reaches an accrual level of five hundred fifty (550) hours, all further accruals will be cashed out in each paycheck as accrued.

F. Illness or Emergency. Ill calls or emergency-need calls should be made as early as possible, but not less than two and one-half hours before a nurse's shift begins.

G. Scheduled Use. The nurse must have sufficient accrued PTO to actually request time off. Scheduled PTO may be rescinded at any point if sufficient PTO cannot be accrued to cover the requested absence. Once scheduled, the hospital may not rescind PTO if sufficient PTO accrual exists to cover the requested time off. A nurse may request PTO at least six (6) weeks but not more than (12) twelve months prior to the first day of the PTO requested.

Requests for PTO shall be considered on a first-come-first-served basis. If two or more requests are submitted on the same date for the same time off and granting both of them would result in a critical staffing shortage, the senior nurse will be given the time off. The staff nurse shall be notified of approval within two weeks of the submission of a request.

PTO which occurs during the pay periods(s) containing Spring Break, Thanksgiving, Christmas, and New Year's will be arranged according to departmental staffing practice. Requests for these time periods will be granted by the manager on a rotational basis.

Nurses will be notified no later than ten (10) weeks prior to the above mentioned holidays.

PTO request for the period of time from the beginning of Memorial Day weekend through the end of Labor Day weekend. ~~months of June, July and August~~ will be limited to one block of two (2) weeks at a time, so all nurses may enjoy a part of the summer months off. Requests for longer periods of times may be granted by the manager on a rotational basis.

PTO requests above established unit quotas, or in the immediate six (6) weeks following the date the request off is submitted, may be accomplished by “shift swaps” that do not result in overtime.

Nurses and department managers will work together in the scheduling of time off to ensure adequate staffing to meet the needs of patient care. The nurse will be required to arrange coverage for those scheduled shifts for which the nurse has requested PTO in the immediate six weeks following the date the request off is submitted. Assistance in arranging such coverage may be requested from the manager or staffing office.

A nurse may ask to rescind scheduled PTO prior to the date when the schedule covering such time off is posted. After schedule is posted, such a request for rescission may be granted if the department manager consents.

#### PTO Usage during Leave of Absence

PTO must be taken in conjunction with a leave (e.g. FMLA/OFLA), but no nurse will be required to reduce his or her PTO bank below the two-week level. To maintain benefits during a personal unpaid leave of absence, PTO equal to the employee’s assigned FTE must be used and may reduce or exhaust the two-week bank.

H. Records of Accruals. PTO accruals will be noted on the paycheck stub.

I. Payment Upon Termination. PTO will be paid out to the nurse at termination provided that (1) the nurse has completed the introductory probationary period; and (2) in the case of resignation, the nurse must have provided at least 14 calendar days’ notice to the Hospital. PTO may not be used for the notice period, unless the resignation is the result of a bona fide family medical emergency.

J. Computation of Payment. PTO pay will be computed on the nurse's hourly rate of pay at the time it is taken, including shift differential.

## ARTICLE 11. LEAVES OF ABSENCE

A. Court Appearances.

1. Jury Duty

All employees may attend jury duty in accordance with their legal obligations to do so. Employees will be granted a leave of absence for this purpose provided that they give SHS reasonable advance notice of their obligation to serve. It is the employee's responsibility to notify their his/her manager upon receipt of the juror's summons supervisor and provide a copy to the staffing office of the juror's summons.

Benefits will be payable to employees for the time spent on jury duty only under the circumstances described below:

a) In the event that an eligible employee cannot rearrange his/her working schedule to avoid a conflict, he/she will be paid his/her regular daily rate for each scheduled full day missed due to jury duty. Any of the jury duty pay (other than travel expenses) received by the employee from other sources should be submitted to a hospital cashier or Regional Business Office (RBO) Representative.

b) Work Attendance. Evidence of jury duty attendance must be presented to SHS. The employee should continue to report for work on those days or parts of days when excused from jury duty or when jury duty does not conflict with his/her schedule.

c) Return to Work. It is the employee's responsibility to report for employment at the end of an approved leave. Failure to do so may be considered a voluntary termination.



d) Status of the Employee Benefits While on Jury Duty Leave. All employee benefits the employee is enrolled in will continue while the employee is on jury duty leave. However, the employee will be required to continue payment of any required contributions for insured benefits and retirement benefits during the jury duty leave if he/she wants to keep them in effect.

## 2. Witness Duty

~~General.~~ An employee who is required by law to appear in court as a witness may take unpaid time off for such purpose provided he/she provides SHS with reasonable advance notice. If the employee is testifying on behalf of SHS, the day(s) in court will be paid.

## B. Bereavement Leave.

General. In the event of a death of an immediate family member of a full or part-time employee, he/she will be allowed up to three (3) normally scheduled working days off with pay following the death to arrange for and/or attend the funeral. "Immediate family" is defined as: mother, father, sister, brother, ~~parents-in-law, step-parents, step-children, siblings-in-law,~~ grandparents, ~~grandparent-in-law,~~ and grandchildren.

Including any step or in-laws relationship. Employees will be granted up to five (5) normally scheduled working days off with pay following the death of a spouse, significant other living as an integral member of the household, ~~or~~ child, including adopted, foster, step or in-law children. -

### OFLA Bereavement Leave:

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

If the employee experiences the death of more than one family member in a year, the

employee may take up to two (2) weeks for each death. The leave does not need to be taken in concurrent two-week periods. Bereavement leave counts towards the twelve (12) weeks of total leave permitted under OFLA. It does not add additional leave.

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

OFLA Bereavement Leave must be completed within sixty (60) days of the date on which the employee receives notice of the death of a family member.

C. Personal Unpaid Leave. ~~A personal leave without pay me be granted per the SHS Employee Time Off policy. A nurse who has completed at least one year of continuous employment may take such leave in thirty (30) day increments up to 90 days as an unpaid personal leave of absence with the approval of the manager and the Vice-President of Patient Care Services and return to his or her position.~~ Personal unpaid leave will only be granted if operational needs can accommodate the absence. If a personal unpaid leave is denied, the nurse may request the reason for the denial and the reason will be given within seven (7) days. If the nurse fails to appear for work after the end of the leave, he or she will be considered to have voluntarily terminated employment.

D. Military Leave. Military leaves will be granted in accordance with federal law.

E. Protected Leaves of Absence. Parental, Family Medical, and Pregnancy Leave. The Hospital will provide protected leave as parental, family medical, and pregnancy leave to nurses as required by law. Requests for a medical leave of absence outside of FMLA/OFLA shall be administered per the SHS Disability Accommodation Process-Americas with Disabilities Act policy.

F. Workers' Compensation. Medical leaves for compensable injuries will be granted in accordance with applicable law. The Hospital will maintain the nurse's coverage under its group health plan on the same conditions under which coverage would have been provided if the nurse had been continuously employed during the period of absence due to workers' compensation, which also qualifies for family medical leave.

## ARTICLE 12. PROFESSIONAL DEVELOPMENT

A. Orientation. A nurse will receive an appropriate orientation to the Hospital and to the nursing unit assigned. The orientation will be based on the experience, qualifications, and expressed needs of the nurse and must be concluded before the nurse is counted in the core staffing complement of the unit. A nurse on orientation will not be scheduled consecutive weekends. When a nurse is assigned patients without a preceptor, they will be eligible for overtime or extra weekend premium for extra shifts worked at the need of the hospital.

B. In-Services. The Hospital shall attempt to provide necessary in-services for all three shifts.

C. Continuing Education Fund. The Hospital will provide a pool of money in the amount of \$~~430~~,000 effective January 1, 20~~2017~~ to be used to pay expenses for registration fees or portions thereof related to educational leave to attend courses directly related to nursing. Educational dollars that are not used in each contract year will not be carried over.

D. Continuing Education Days. Each nurse is entitled to take up to forty (40) hours for continuing education per year as arragned with the department scheduler, paid at their his-or-her regular rate of pay. These forty (40) hours are in addition to the days the nurse spends acquiring required certifications, which days will also be paid at their his-or-her regular rate of pay.

E. On-Line Learning. ~~Continuing education days 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.~~ Such time may not be paid in combination with regular work time so as to require any daily overtime payment.

F. Tuition Reimbursement. The Hospital will provide tuition reimbursement, in accordance with hospital policy.

G. Voluntary Specialty Nursing Non-Required Certification. The Hospital will pay the examination fee for un-required voluntary specialty nursing certifications, listed in Appendix A and approved by the manager. Upon a nurse's initial receipt of such a non-required nationally recognized specialty nursing certification, the Hospital will pay the nurse a \$250 bonus. The nurse will begin to receive the certification differential once verification of passing the examination has been received by Human Resources. If a nurse does not achieve the certification, the nurse will re-pay the hospital for the examination fee. Expenses associated with recertification may be submitted to the PNCC for reimbursement.

H. Required National Specialty Nursing Certification. The Hospital will pay a nurse for up to sixteen (16) hours spent in taking a preparatory study class and taking the certification exam for the first time for any national specialty nursing certification listed in Appendix A which is required by the Hospital. The Hospital will pay the necessary fee for the prep class and certification examination prior to the examination date. If a nurse chooses to pay the fee, s/he will be reimbursed upon request. Such certification will not result in the payment of the bonus described above, but the nurse shall receive the certification differential once verification of passing the examination has been received by Human Resources. The Hospital will pay for the cost of recertification so long as prior approval is granted by the manager or VP of Patient Care Services. Other expenses associated with recertification may be submitted to the PNCC for reimbursement. If a nurse does not achieve his/her certification, the nurse will re-pay the hospital.

I. Required Certification. (Non-National Specialty Nursing, Example include TNCC, ACLS, PALS, STABLE, NRP, TEAM, ENPC, Chemo/Bio-ONS). The Hospital will pay for the examination fee and a determined amount of time to take the certification examination for initial certification and recertification. Such certification shall not result in the payment of the bonus or differential.

J. Mandatory SHS education must be done either online or at any SHS facility. If a nurse chooses to complete an SHS offered mandatory competency outside SHS, PNCC monies will apply, e.g. ACLS or PALS. Payment for hours will be equivalent to the time paid for Samaritan Professional Development classes. Nurses must use the time and

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attendance process to account for all time spent in education.

Nurses who attend a required SHS course on a regularly scheduled work day where the class hours are less than the nurses scheduled work hours the nurse may use PTO or take the remaining hours unpaid. (e.g.- a twelve-hour (12) nurse who attends an eight (8) hour course would not be required to use PTO for the remaining four (4) hours.)

### **ARTICLE 13. PROFESSIONAL NURSING CARE COMMITTEE**

A. Recognition. A Professional Nursing Care Committee is to be established at the Hospital.

B. Responsibility. The Hospital recognizes the responsibility of the Committee to recommend measures objectively for improvement of patient care, will duly consider such recommendations when submitted in writing, and will respond to the Committee in writing.

C. Objectives. The objectives of the Committee are: To constructively consider the practice of nurses.

1. To work constructively for the improvement of patient care and nursing practice.
2. To recommend to the Hospital ways and means to improve patient care.
3. To be responsible for equitable distribution of budgeted continuing education funds in a manner consistent with the Hospital staffing needs.
4. To exclude from any discussion grievances under or any matters involving the interpretation of this Agreement.

D. Composition. The Committee is to be composed of up to five nurses employed at the Hospital and covered by this Agreement.

E. The Committee members are to be elected by the nurse staff at the Hospital and be representative of clinical areas and shifts.

F. Frequency of Meetings. The Committee shall schedule regular meetings. Each Committee member will be entitled to up to two paid hours per month at the nurse's regular straight-time rate for the purpose of attending Committee meetings or performing PNCC related duties. The meetings will be scheduled so as not to conflict with the Hospital operations. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which are to be provided to the Bargaining Unit Leadership and the Vice President of Patient Care Services. The Committee agenda and minutes are to be posted in the nursing units on those bulletin boards designated by the Hospital for the posting of minutes of similar meetings.

G. Special Meetings. The Hospital may request special meetings with the Committee, but those meetings are not to take the place of the regularly scheduled meetings of the Committee. If the Hospital requests that the Committee undertake a special project or projects, the Hospital will do so, in writing, and specify the amount of time to be paid for such project(s). The Committee may then determine whether to undertake such special projects.

H. Nurse Staffing Discussions. The Committee may request meetings with the administration to discuss nursing staffing problems. The Committee may make written recommendations to the Vice President of Patient Care Services, who will give them due consideration and respond in writing to the Committee.

#### **ARTICLE 14. SENIORITY**

A. Accrual. Seniority is length of continuous service with the Hospital as a nurse within the bargaining unit from date of hire for full- and part-time nurses. Should two or more nurses be hired on the same date the following procedure will break the tie:

1. Seniority within the Department.
2. Hospital wide Seniority
3. Seniority within Samaritan Health Services

4. Date of original Oregon RN licensure.
5. Lowest Oregon RN license number.

Per Diem: Nurses who take a per diem position will accrue one (1) year of seniority for every three (3) years worked as per diem. Seniority from working full-time or part-time will be retained. Seniority will only be used in awarding positions.

A bargaining-unit employee who leaves or has left a position within the bargaining unit, but who remains continuously employed with the Hospital / SHS Corporate (i.e. Clinical Informatics), will not lose ~~their his or her~~ previously accrued seniority upon return to the bargaining unit. In such instances the employee will not accrue seniority during the period of Hospital employment outside the bargaining unit.

B. Loss of Seniority. A nurse will lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation, unless reemployed within three months.
2. Discharge for just cause.
3. Failure to return to work within three days after being recalled by certified mail, return receipt requested, unless due to actual illness or accident.
4. Layoff for more than 180 consecutive days.

C. Posting of Vacancies. Notices of vacancies and new positions will be posted in the application software program and will remain on-line for seven calendar days. Each notice will show the position, shift, unit and whether the position is full or part time. Qualifications, experience, and certifications required may be viewed in the position description. A nurse who is interested in applying for any posted vacancy or new position shall make application on-line through the application software program to the Hospital within the above posting period. All applicants who meet the posted qualifications will be offered an interview. Each applicant will receive a written response, upon request, advising him or her of selection for the position or reason for non-selection.

D. Selection of Applicant(s). Positions will be awarded according to skills and abilities. The Hospital shall judge skills and ability, but such judgment may not be arbitrarily or capriciously exercised. Provided that each nurse under consideration meets the posted qualifications and has equivalent skills, ability and performance, positions will be awarded by seniority in the following order:

1. Shift in department
2. Department
3. Current SLCH RN
4. SHS RN
5. Outside applicants

E. Seniority Lists. Seniority lists will be maintained by the Hospital and sent, upon request, to the Association for review semiannually.

F. Long-Term Layoff. (Nurses holding an FTE) In case of a layoff that the Hospital expects to last for two weeks or more or in the event of a permanent closure, the Hospital will first offer nurses in the unit on the shift involved, where the layoff will occur, the opportunity to take voluntary time off. If it is determined that this voluntary procedure is not satisfactory:

1. Nurses in the unit on the shift involved will be laid off in the reverse order of seniority, provided that the remaining nurses currently possess the necessary competency to perform the work to be done. The nurses to be laid off under the preceding sentence may go on layoff or, if such a nurse has greater seniority than other nurses on the unit, may request to replace the most junior nurse on the same unit. When such a request is made, it will be granted and the most junior nurse on the unit will be laid off, provided that the remaining nurses on the unit and on the shift currently possess the necessary competency to perform the work to be done.

2. In the event of a layoff under paragraph 1 above, a laid-off nurse may request to replace the most junior nurse in the Hospital, provided that the laid-off



nurse has greater seniority than the other nurse and has the necessary skills to perform the work to be done. In such circumstances, the replaced nurse will be laid off.

3. Nurses will be recalled from layoff in the order of seniority, provided that they have the necessary skills to perform the work to be done. A nurse who has replaced another nurse under paragraph 1 or 2 above will be deemed to be on layoff for purposes of recall rights. If a laid-off nurse is recalled to a shift different from the nurse's assigned shift at the time of the layoff, the nurse may refuse the recall, which will waive their his or her recall rights for that assignment, but the nurse may not refuse more than two such recalls during the layoff. When such waivers occur, the nurse's original layoff will continue.

G. 1 A department or unit restructure is defined as the merger of two (2) or more units into a single unit or a restructuring of an existing department or unit due to business need.

2. In the event of a department or unit restructure, the Hospital will give the employees and the association a twenty-one (21) day notice.

3. Nurses will be given a seniority list of all current nurses in the department. Nurses will have ten (10) days to challenge the seniority date with Human Resources.

#### 4. Process

a. The Hospital will determine the number of full-time and part-time FTEs by shift and skill mix required for the new or restructured department or unit.

b. A list of the positions and work schedules in the new/restructured department or unit for a least ten (10) days.

c. By the end of the posting period, each employee will submit to the Hospital a written list which identifies and ranks the employee's preferences for all available positions (first to last)

d. Based upon these preference lists, the Hospital will assign employees to positions in the new/restructured department or unit based on skill mix and seniority. A representative from the Association may be present when the selection process takes place.

e. The Hospital will let the nurses know of their selection within twenty-four

(24) hours of the selection process.

f. The Hospital will follow the scheduling posing requirements as outlined in Article 7G for implementation of the new schedule but will not be any sooner than six (6) weeks following the awarding of positions.

5. If an employee does not have a position after the process outlined in #4 above, refer to section 14.F.2.

## **ARTICLE 15. EMPLOYMENT STATUS**

A. The Hospital has the right to hire, promote, and transfer nurses, except as specifically limited by this Agreement. The Hospital has the right to discipline, suspend, or discharge nurses for just cause. The Hospital shall notify the Association within 24 hours of any suspension or discharge of a nurse.

B. Nurses will be advised that they may have a representative accompany them to any meeting with nurse managers that they reasonably believe may result in disciplinary action. The hospital and nurse will agree within 24 hours of a mutually acceptable date and time for the meeting. Such a meeting is not to be unreasonably delayed by the exercise of this right. Nurses will receive copies of any material of an evaluative or disciplinary nature to be placed in the supervisory or personnel files and will have the opportunity to attach a response to it.

C. All nurses shall make every effort to give at least fourteen (14) calendar days' notice of intention to terminate employment with the Hospital. A nurse may request and will be granted an exit interview, if desired. To be eligible for all accrued PTO, the nurse shall give not less than fourteen (14) calendar days' notice of intended resignation, but the Hospital will reasonably consider emergency circumstances which affect the nurse's ability to give the requisite notice.

D. Any nurse, other than a probationary nurse who thinks he or she has been suspended, disciplined, or discharged without just cause may present a grievance for consideration under the grievance procedure.

## **ARTICLE 16. NO STRIKE, NO LOCKOUT**

The parties agree that the services performed by nurses covered by this Agreement are essential to the public health, safety, and welfare. The Hospital therefore agrees that during the term of this Agreement it will not cause or permit any lockout of nurses from their work. Neither the Association nor any nurse will engage in any strike, stoppage of work, slowdown, picketing, sympathy strike, refusal to cross any picket line set up at the Hospital's premises, or any other actual or attempted interruption of work. Any such conduct will be deemed a violation of this Agreement, and any individual or groups of individuals engaged in such activities will be subject to disciplinary action up to and including discharge. Any nurse charged with a violation of this provision will be afforded, prior to disciplinary action being taken, an opportunity to refute such a charge or present mitigating circumstances to the Hospital.

## **ARTICLE 17. GRIEVANCE PROCEDURE**

A. A grievance is a dispute between the Hospital and the Association concerning the meaning, application, and/or interpretation of this Agreement. Grievances that arise between the parties are to be handled in accordance with the procedures of this Article, but it is the express intent of the parties that grievances be adjusted informally whenever possible and at the first level of supervision. This Article supersedes any other grievance and/or dispute-resolution procedure available to Hospital employees. The time limits contained in this procedure may be extended by mutual agreement of the Hospital and the Association. Grievances may be, by mutual consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

B. Dismissal grievance 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.

C. The following four steps constitute the grievance procedure:

STEP I. If the nurse has a grievance that has not been settled informally, the nurse shall prepare and submit a written and signed grievance, using the Association grievance form, to his or her nurse manager within 15 days after the occurrence out of which it arises, or from the date the nurse reasonably should have been aware of the event(s) constituting the grievance. The written grievance is to set forth the nurse's understanding of the dispute, the names of the nurse(s) affected, the provision(s) of the Agreement alleged to have been violated, and the relief or remedy requested.

If a nurse incurs a discipline within three (3) calendar days prior to taking PTO or leave of absence, the deadline for filing a grievance based upon that discipline shall be extended by the number of PTO or leave days taken by the nurse. For purposes of this paragraph, "discipline" includes verbal and written warnings.

The nurse manager shall meet with the grievant and, at the grievant's option, with a representative of the Association within fourteen (14) days of the filing of the grievance. Together, they shall try to resolve the grievance. The nurse manager shall give a written decision to the grievant, with a copy to the Association, within fourteen (14) days of the meeting.

STEP II. If the grievance is not resolved at Step I, it may be appealed in writing to the Vice President of Patient Care Services (Step II) by the grievant or the Association within fourteen (14) days of receipt of the written Step I response by the grievant.

The Vice President of Patient Care Services shall meet with the Association representative and, at the option of the grievant, the grievant within fourteen (14) days of the receipt of the appeal, and together they shall attempt to resolve the grievance. The Vice President of Patient Care Services shall give a written decision to the grievant and the Association within fourteen (14) days after the meeting.

The Association may initiate a grievance and direct it initially to the Vice President of Patient Care Services if the issue affects the right or benefits of at least four nurses within the bargaining unit.

STEP III. If the grievance is not settled at Step II, it may be appealed to the CEOs within fourteen (14) days following receipt by the grievant and the Association of the written response at Step II. The parties shall meet within ten days of receipt of the appeal at a mutually convenient time to attempt to resolve the grievance. The CEO will issue a written response to the grievant and the Association within fourteen (14) days following the meeting.

STEP IV. If the grievance is not resolved at Step III, the Association may refer the issue to binding arbitration by giving notice to the Hospital within 14 days of the CEO response at Step III.

The parties may agree to take the grievance to mediation through either the Federal Mediation and Conciliation Service ("FMCS") or some other mediation agency prior to arbitration.

D. In the event of arbitration, the following will apply:

1. The arbitrator will be selected from a list of names supplied by FMCS of seven experienced Oregon resident arbitrators. Each party will alternatively strike names until only one name remains. A flip of the coin will decide which party is to first strike a name.

2. The expenses of the arbitration, including the arbitrator's fee, will be borne equally by the parties. Each party will, however, be responsible for its own representation fees and witness compensation, if any.

3. The arbitrator will not have the authority to modify, add to, alter, or detract from the provisions of this Agreement. The award of the arbitrator is to be written and will be binding on the parties.

4. Grievances involving a claim by the grievant and the Association for back pay and benefits are to be processed by the parties expeditiously. The amount of back pay and benefits may be adjusted by the arbitrator if there is clear and convincing evidence of delay on the part of either party, but in no event will the arbitrator have the authority to award back pay or benefits greater than that which would have been earned by the grievant based on his or her regular schedule.

E. As used in this Article, "days" means calendar days.

F. Nothing in this Article precludes the Association and/or a nurse from discussing with the Hospital other concerns that are not within the definition of a grievance.

## ARTICLE 18. HEALTH AND WELFARE

A. Testing. At the time of employment each nurse must fulfill Employee Health requirements.

~~B. Employee Health Coordinator. The Hospital will continue its program of having the Employee Health Coordinator available at an Employee Health Clinic to give immunizations, take blood pressure, and answer employee health questions. TB testing, blood pressure checks, immunizations for work-related needs and work-related lab tests will continue to be available during clinic hours.~~

~~C.~~ B. Medical and Dental Plans. Each full-time nurse and part-time nurse who is regularly scheduled to work at least 20 hours per week may participate in one of the medical and dental plans offered as part of the Samaritan Choice Plans, in accordance with its terms. The Hospital retains the right to change the medical and/or dental plans offered as part of Samaritan Choice Plans, provided that any such successor plan is substantially equivalent to the previously existing plan.

~~D.~~ C. Premium Rate Determination. ~~In 2017, the~~ The employee's contribution rate will be the same as the rest of the majority of the Hospital's Medical Center's employees, provided, however, that the Health and Welfare Plan will not increase more than ten eleven percent (104%) from the previous year's contribution. ~~In 2018,~~  
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~~the Plan will not increase more than ten percent (10%) and 2019 the Plan will not increase more than ten percent (10%)~~

~~E.~~

~~D.~~

~~F.E.~~ Life Insurance and Long-Term Disability. During the term of this Agreement, nurses will participate in the life insurance and long-term disability plan as in accordance with the provisions of the SHS plan. During the term of this Agreement, nurses may also participate in the voluntary insurance plans in accordance with the provisions in the SHS plan.

~~G.F.~~ Short-Term Disability. During the term of this Agreement, nurses may participate in the short-term disability insurance plan according to the provisions of the STD plan provided by SHS. The opportunity to elect short-term disability will be available at least once every five (5) years starting with open enrollment for 2017.

~~H.G.~~ Section 125 Plan. The Hospital will provide a Section 125 plan that will allow the pretax payment of insurance premiums, un-reimbursed medical expenses, and dependent care. An election of the amount to be withheld monthly must occur each year, and unused amounts revert to the Hospital at the end of the calendar year.

## ARTICLE 19. RETIREMENT

A. Samaritan Health Services Tax Shelter Annuity ("403b"). The Hospital will provide a TSA plan for all nurses who are legally eligible to participate. The TSA program provided as part of the Samaritan Health Services Tax Sheltered Annuity will permit eligible employees to contribute up to maximum allowable by applicable law.

B. Hospital Match to the Samaritan health Services TSA. For nurses hired on or before September 24, 2013, the Hospital will match the contribution of the eligible nurses up to three (3%) percent of gross pay. For nurses hired after September 24, 2013, the Hospital will match the contribution of the eligible nurses up to two (2%) percent of gross pay.

C. Samaritan Health Services Retirement Plan. Nurses will participate in ONA/Samaritan Lebanon Community Hospital Collective Bargaining Agreement ~~2016-2019~~ – ~~2019~~2022 34

accordance with the terms of the Samaritan Health Services Retirement Plan which will include a contribution by the Hospital of four (4) percent of eligible compensation.

## **ARTICLE 20. SEPARABILITY**

If any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction or through government regulations or decree, that decision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

## **ARTICLE 21. SUCCESSOR**

If Hospital, by merger, consolidation, sale of assets, franchise, or any other means, enters into an agreement with another firm or individual that in whole or part affects the existing collective bargaining unit, then the successor firm or individual will be bound by each and every provision of this Agreement. Hospital shall call this provision of the agreement to the attention of any firm or individual with which it seeks to make an agreement as aforementioned, and if notice is so given, Hospital will have no further obligations hereunder from date of takeover.

## Article 22. Surgical Services

a. Required Surgical On-call: Scheduled on call is required of nurses in the OR, ENDO, and PACU. OR, ENDO and PACU nurses will not be required to work more than 56 hours per month at the regular on call and call back pay. Weekend shifts (beginning at the end of the regular shift on Friday until the beginning of the regular shift on Monday) will be shared equally and/or assigned by rotation within each department. Scheduled vacations do not exempt the nurse from the assigned call weekend. The nurse is required to find call coverage. If more coverage is needed for the department after the required call is selected a nurse may volunteer to take more call to cover the remaining shifts. Volunteers for extra call will have an opportunity to share those hours. If further coverage is required there will be a rotation of extra shifts until all shifts are covered. The hospital will make every effort to limit a nurse's maximum call per month to one weekday per week and one full weekend. If a nurse is on vacation for greater than one week, the required call will be reduced in relation to



the time taken. (.e.g. one full week of PTO in a month requires the nurse to take 42 hours of call. Two full weeks of PTO in a month requires the nurse to take 28 hours of call.) If a nurse chooses to take more call bonus pay will not be paid until 56 hours per month minimum is met.

-

b. Required Holiday Surgical on-call

Holiday call will be equally shared and assigned by rotation. Holidays will be split into two groups, the groups being spring/summer holidays (i.e. Easter, Memorial Day, 4th of July, Labor Day) and fall/winter holidays (i.e. Thanksgiving, Christmas Eve, Christmas Day and New Year's Day) A rotation will be established within each department. In the OR and PACU, one spring/summer and one fall/winter holiday will be assigned by rotation. In the OR if the department is closed and/or a holiday is attached to the weekend, (i.e. Thursday or Monday) the weekend will be assigned with the holiday. In Endo, holiday call rotation will alternate yearly between holiday groups. Rotation in all departments will be based on the number of nurses assigned to take call within that department and may vary from year to year.

c. Bonus Surgical Call payment:

The nurse will receive bonus call payment for scheduled on-call hours in excess of 56 hours per month at a rate of double the on-call rate. 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 will receive an additional ten dollars (\$10.00) per hour for each call back hour worked and fifteen (\$15.00) per hour for call back hours worked on a holiday, except for Thanksgiving, Christmas Eve and Christmas. (See Article 9.E)

d. Volunteer Surgical On Call: If nurses regularly scheduled outside of OR, ENDO, or PACU volunteer to take call for OR, ENDO, or PACU, the nurse will be paid Bonus call retroactive back to the first hour, once the minimum of 56 hours of call are completed, including 16 weekend hours per month.

e. Orphan Surgical Call: 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.

-

f. Surgical Services Callback:

Non Scheduled Call-Back: If an OR, PACU or ENDO nurse gets called back to work, outside of the departments' regular hours of operation, when not on-call the nurse shall receive on-call pay and the usual minimum call- back pay at the Bonus Call rate.

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. If a nurse has been called back from on-call for more than six hours on a weeknight, the nurse may request to be relieved from the next day's regularly scheduled shift. Nurses will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period. The Hospital will make good-faith, reasonable efforts to permit a nurse in such a situation to be relieved, upon his or her request.

## **ARTICLE ~~23~~2. COMPENSATION**

### A. Wage Scale.

1. ~~Registered Nurses will be placed on the appropriate step of the wage scale based on years of experience as accepted upon hire. The wage scale is depicted on the last page of Appendix A.~~

1.

2. ~~Nurses will progress to the next step on the scale on the nurse's anniversary date, provided that on such date (1) the nurse has completed at least the years of experience service with the Hospital that correspond to the next step and; (2) the nurse has completed 1100 hours of work service for the preceding 12 months; and (3) the nurse has satisfied the requirements outlined in paragraph B below. If the nurse has not completed the requirements of this paragraph, the nurse will progress to the next step when he or she satisfies all such requirements.~~

2.

3. New hires and transfers into the bargaining unit will be given year-for-year credit for prior experience toward step placement for recent related experience in an acute care setting. Other RN experience will be credited as one year of credit for every two years of experience. New hires and transfers

will be placed at the wage step corresponding to the years of prior experience. Once a nurse is placed on the SLCH wage scale, the hours requirement as noted above in section 2 and years of experience service rule will govern his/her progression through the scale. For example, a nurses hired with 185 years of acute care experience will be placed on Step 125 and that ese nurses will be eligible to move to Step 13 20 after twenty-four sixty (2460) months of service ~~with the SLCH on Step 15~~. The Nnurses will be eligible to move to Step 14 25 after sixty (60) months of service with the SLCH on Step 1320. The Nnurses will be eligible to move to Step 1530 after sixty (60) months of service with SLCH on Step 1425.

All increases will commence the first pay period following the effective date.

- Effective July 84, 20196 ~~if ratified by August 30, 2016~~ base hourly wage rates will be increased by three (3%) percent across the board.
- Effective July 1, 2020 0, 2017 base hourly wages will be increased by three (2.75%3%) percent across the board.
- Effective July 1, 2021 9, 2018 base hourly wages will be increased by three (3% 2.75%) percent across the board.

~~B. Professional Accountability Requirements. To be eligible to progress to a higher step on the wage scale set forth in paragraph A above, the nurse must provide evidence that the following were successfully completed during the 12 months preceding the nurse's anniversary date:~~

~~Completion of the annual safety training  
Completion of annual competency requirements  
TB Mask Fit Testing/Annual Health Screen  
Basic Life Support  
Maintenance of current licensure  
Completion of department specific skills lab~~

#### G.B. Differentials and Premiums

1. Shift Differential. Nurses working hours on both evening and night shifts will be paid the differential based on the time the hours are worked. Nurses working a shift that overlaps into evening or night shift will be paid shift differential only when a majority of their hours fall within evening or night shift and will be paid the differential for all hours of their shift.

Nurses will be paid shift differentials as follows:

Hours worked between 3:00 p.m. and 11:30 p.m.: \$2.~~50~~~~40~~ per hour.

Hours worked between 11:00 p.m. and 7:30 a.m.: \$~~5.00~~~~4.75~~ per hour.

~~Effective 7-10-2017 it shall increase to \$5.00 per hour.~~

2. Experience. The Hospital will recognize prior related nursing experience in salary placement of nurses.

3. Charge Nurse Differential. Nurses serving in a charge capacity will receive a differential of \$2.00 per hour.

4. Resource Nurse Differential. Nurses serving in a Resource capacity will receive a differential of \$2.50 per hour.

5. Per Diem Nurse Differential. Per Diem nurses will be paid \$~~5.00~~~~4.25~~ per hour. ~~Effective 7-9-2018 it shall increase to \$4.75 per hour.~~

6. Preceptor Differential. Nurses who act in the capacity of a preceptor at the request of the Hospital will be paid a differential of \$~~1.00~~~~\$0.75~~ per hour for all hours worked. To be eligible to act as a preceptor and receive the differential described herein, the nurse must comply with the criteria of the Hospital Preceptor Guidelines.

7. Weekend Differential. For any shift predominately worked on a Saturday or Sunday the nurse shall be paid a differential of \$1.50 per hour.

8. Certification Differential. A nurse may apply for and will receive a \$2.00 per hour certification differential, if the nurse has a current national specialty

certification listed on Appendix A that is relevant to department where the nurse works the majority of his or her hours. The differential will commence the first day of the pay period following the date that written evidence of the passing test score or continuing certification is received by SLCH HR. This differential will be automatically discontinued if certification lapses.

9. BSN/MSN Differential. A differential of \$1.~~35~~ 25 per hour will be paid to ONA represented nurses who hold a BSN. A differential of \$1.~~60~~ 50 per hour will be paid to ONA represented nurses who hold a MSN. Nurses will be eligible for only one advanced degree differential to begin. BSN/MSN diploma or official transcript must be received in SLCH HR for differential to begin. The differential will commence the first day of the pay period following the date that written evidence of the degree is obtained.

10. Transport Bonus. A nurse who is assigned to accompany a patient to another facility via ambulance will receive a \$50 transport bonus.

11. On Call

- 1. Census ON-call is defined as on-call for low census in all hospital departments except Surgical Services. Census On-Call will be paid at the rate of \$5.00 per hour. ON the holidays set forth in Article 9, such on call rate will be \$7.00 per hour. and Call Back.
- 2. Surgical On-call is defined as required on-call for Surgical Services. Surgical On-Call will be paid at the rate of \$4.50 per hour. On the holidays set forth in Article 9, such on call rate will be \$6.00 per hour.
- ~~11. • On call will be paid at the rate of \$4.25 per hours. On the holidays set forth in Article 9, such on call rate will be \$5.00 per hour.~~

12. All new increases or pay practice changes introduced in this contract shall commence on the first day of the first pay period following ratification unless otherwise specified.

			7/1/2016	7/10/2017	7/9/2018
Years of Service	Hospital	Current	3% Increase	3% Increase	3% Increase
0	Step 1	\$34.04	\$35.06	\$36.11	\$37.19
1	Step 2	\$35.06	\$36.11	\$37.19	\$38.31
2	Step 3	\$36.11	\$37.19	\$38.31	\$39.46
3	Step 4	\$37.19	\$38.31	\$39.46	\$40.64
4	Step 5	\$38.31	\$39.46	\$40.64	\$41.86
5	Step 6	\$39.46	\$40.64	\$41.86	\$43.12
6	Step 7	\$40.64	\$41.86	\$43.12	\$44.41
7	Step 8	\$41.86	\$43.12	\$44.41	\$45.74
9	Step 9	\$43.12	\$44.41	\$45.74	\$47.12
11	Step 10	\$44.41	\$45.74	\$47.12	\$48.53
13	Step 11	\$45.74	\$47.12	\$48.53	\$49.98
15	Step 12	\$47.12	\$48.53	\$49.98	\$51.48
20	Step 13	\$48.53	\$49.98	\$51.48	\$53.03
25	Step 14	\$49.98	\$51.48	\$53.03	\$54.62
30	Step 15	\$51.48	\$53.03	\$54.62	\$56.26

## ARTICLE 23. DURATION OF AGREEMENT

This Agreement is in full force and effect on ratification (except where otherwise designated), and, as expressly set forth hereunder, will remain in effect until June 30, 20~~22~~19, and from year to year thereafter unless either party gives written notice to the other party at least 90 days prior to the expiration date of its desire to terminate or modify this Agreement.

IN WITNESS HERETO, the parties have executed this Agreement on the dates set forth below:

### OREGON NURSES ASSOCIATION

### SAMARITAN LEBANON COMMUNITY HOSPITAL

\_\_\_\_\_  
Nancy McPherson, RN, Chair

\_\_\_\_\_  
Scott Russell, Labor Relations Director

\_\_\_\_\_  
~~Neil Versolenko~~, RN

\_\_\_\_\_  
Wendie Wunderwald, VP – Nursing

\_\_\_\_\_  
~~Brandi Warren~~, RN

\_\_\_\_\_  
~~Gonstance Erwin~~, HR Director

\_\_\_\_\_  
Lisa Brown, RN

\_\_\_\_\_  
~~Carrie Hazelton~~, Nurse Manager

\_\_\_\_\_  
Lisa Logsdon, RN

\_\_\_\_\_  
~~Justin Floyd~~, Nurse Manager

\_\_\_\_\_  
Christine Hauck,  
Labor Relations Representative

\_\_\_\_\_  
Kerry Kilgore, Nurse Manager

\_\_\_\_\_  
Peggy Stiles, ER Generalist

## 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
CMSRN	Certified Medical Surgical Registered Nurse
CNOR	Certified Nurse, Operating Room
COCN	Certified Ostomy Care Nurse
CPAN	Certified Peri-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 Certified Nurse
RNC	Maternal/Neonatal Nursing Certificate
	-INPT, MN, LRN
RN, C/BC	Ambulatory Care Nurse
	Cardiac/Vascular Nurse
	Gerontological Nurse
	Medical Surgical Nurse



Perinatal Nurse  
Pain Management  
SANE Sexual Assault Nurse Examine  
TCRN Trauma Certified Register Nurse

|

|

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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 fax to 503-293-0013. Thank you.

Your Name: \_\_\_\_\_

*I certify that I have received a copy of the ONA Collective Bargaining Agreement with Samaritan Lebanon Community Hospital, September 5, 2016, through June 30, 2019.*

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Your Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Unit: \_\_\_\_\_

Shift: \_\_\_\_\_