COLLECTIVE BARGAINING AGREEMENT

between

SAMARITAN ALBANY GENERAL HOSPITAL

&

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 49

in effect from

MAY 18TH, 2018

through

FEBRUARY 28TH, 2021

3536 SE 26TH AVE PORTLAND, OR 97202
1-800-955-3352 | FAX 503-238-6692
SEIU Local 49 Members at Albany General Hospital:

This is our current SEIU Union Contract. It is the result of us standing together to demand that Samaritan do better. We showed our determination by taking action together: we filled out surveys, wore buttons, and showed up to bargaining sessions. When management still did not respond to our priorities, we overwhelmingly voted to strike if needed. The result was a strong contract for 2018-2021.

Our union contract is a negotiated agreement that provides specific rights and protections on the job that non-union workers do not enjoy. In addition, our union contract guarantees our pay, benefits and other working conditions. By standing together we won a contract with many improvements for AGH workers, some highlights include:

Good Jobs and Fair Wages:
- 7.25% in across the board raises for all members: 2.5% in 2018, 2.25% in 2019, 2.5% in 2020.
- Improved wage scales that raise some steps between 1.2% – 6.3%!
- Market adjustment raises for Sterile Processing Techs – total of 9% for Registered, 3% for Unregistered!
- Faster progression from steps 10 to 11!
- Reduce required hours for annual steps from 1,400 to 1,040!
- Increase weekend differential from $0.75 to $1.00/hr and increase casual differential from $0.75 to $1.15/hr!
- Time-and-a-half premium if management forces you to work with less than 9 hours rest between shifts!
- $100 annual allowance toward CEU’s for certified employees and $50 annual allowance toward work related education for non-certified employees!

Safe Patient Care:
- Management commitment to provide a safe and healthy patient care environment!
- Management commitment to ensure a safe and work environment for us and our coworkers!

Affordable Healthcare:
- Protected the employee-only premium cap at $15 for fulltime and $30 for part-time!
- Stop collections and garnishment on medical bills for employees making reasonable payment plans!
- Guarantee ACA mandated health insurance provisions including: covering preexisting conditions, no cost preventative health services (including birth control) and more!
- Guaranteed patient financial assistance for members whose household income is less than 225% of the federal poverty guidelines

Other improvements:
- At least one person, per shift, per department per day to be granted paid time off!
- Expanded bereavement leave!
- “Use me or cut me” option for employees who picks up shift beyond FTE!
- Expand Union Time in New Employee Orientation from 15 to 30 minutes to welcome new employees.

Our contract and our union is only as strong as we make it. We made many improvements in this contract, but there is a lot more to be done. Be an active member, stay informed, become a shop steward, and participate in union meetings and activities. Member engagement is what keeps the union strong. Join us in working to enforce this contract in in keeping our union strong and effective.

In solidarity,
Your elected bargaining team:

Michelle Hilpert
Leslie Barber
Cassie Wells
Yvonne Castillo
Chandra Ferrel
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PREAMBLE

This AGREEMENT is made and entered into on the date shown at the end hereof, by and between SAMARITAN ALBANY GENERAL HOSPITAL, of Albany, Oregon, hereinafter referred to as "Hospital," and SERVICE EMPLOYEES UNION, LOCAL NO. 49, of Portland, Oregon, hereinafter referred to as "Union."

All relationships are to be guided by the core values of Samaritan Health Services; leadership, respect, excellence, integrity, stewardship, compassion and service.

ARTICLE 1 – RECOGNITION

The Hospital recognizes the Union as the collective bargaining agent for all employees working in Samaritan Albany General Hospital in the following classifications: CNA 1, CNA 2, Unit Aides, Hospice Aides, Unit Secretaries, Housekeeper, Dietary/Culinary Aides, Dietitian Assistant I, Dietitian Assistant II, EKG Tech, ER Tech III, OR Assistant, Inventory Control Specialist, Cooks, Catering, Nutritional Services Lead, Sterile Processing Technicians, Storekeepers, ENDO Technicians, OB Tech and Reimbursement Specialists, but excluding Registered Nurses, technical employees, professional employees, confidential employees, guards, all other employees and supervisors as defined in the Labor Management Relations Act, as amended; and agrees to deal with the Union's representatives with respect to wages, hours, working conditions, and adjustment of grievances for such included classifications.

The Hospital will supply copies of its job descriptions to the union and will meet and mutually discuss upon such job description changes.

ARTICLE 2 – UNION MEMBERSHIP

All bargaining unit employees covered by this Agreement must become members of the Union or make a fair share payment to the Union, as a condition of employment within thirty-one (31) days after beginning their employment or within thirty-one (31) days after the signing of this Agreement. All bargaining unit members must maintain membership in good standing or make monthly fair share payments for the duration of the collective bargaining agreement.

Employees who exercise their right of non-association, based on a bona fide religious tenets or teachings of a church or religious body of which an employee is a member may exercise the right to pay an amount equivalent to regular union dues and initiation fees to one of the following organizations: United Way, SHS Foundation or American Cancer Society. Payments are to be made on a monthly basis or in advance with receipts sent to the President of the Union.

Employees who are required hereunder to maintain membership in good standing, fair share payments or non-association fee payments and fail to do so shall be terminated upon notice of such fact, in writing, from the Union to the Hospital.
The Employer shall deduct from each employee’s wages, monthly union dues and fair share payments in amounts determined by the Union, provided that the employee has voluntarily agreed to and signed a written assignment and authorization which has been received by the Employer.

Deduction for, union dues, fair share payments and COPE deductions will be made from employees’ paychecks (prorated for bi-weekly payroll), and submitted electronically to the Union office within five (5) days of payroll. With this transmission, the amount deducted will include each employee’s name and employee identification number. The Union will provide the Employer with a description of monthly dues, fair share and COPE payment amounts, which are to be deducted in accordance with the provisions of this Article. New member applications will be submitted to the Employer no less than five (5) days prior to payroll to be included with the next payroll deduction.

The Union shall indemnify the Employer against any and all claims, demands, lawsuits or liabilities that arise out of any action taken by the Employer to comply with the provisions of this Article.

ARTICLE 3 – UNION RIGHTS

1. **Paid Time for Union Stewards.** Union Stewards may present grievances to management and represent employees in grievance or disciplinary meetings during work hours, on paid time, provided these meetings do not interfere with the normal operations of the Hospital. A reasonable amount of work time (straight time rate of pay), not to exceed thirty (30) minutes unless otherwise agreed to by the Steward’s supervisor, may be spent by Union Stewards to investigate grievances. Additionally, if a specific Union Steward who is off duty is requested by management to attend a meeting he/she will be paid for a minimum of two (2) hours. Stewards agree to obtain advance supervisory approval of any required absence from the workplace to attend to the obligations described herein. The Union shall notify the Hospital, in writing, of the names of all union stewards.

2. **Lists/New Employees.** The Hospital agrees to provide the Union with an electronic list of the name, home address, home telephone number, SHS email, employee identification number, job classification, department, shift (at time of hire), wage rate, hire date, and employee status for each bargaining unit member. This list will be provided to the Union on a monthly basis. The Hospital also agrees to provide the Union office with a list of bargaining unit members designated as new hires, transfers (when possible) and terminations. Both lists will be provided to the Union in the month following the month in which the activity occurred.

3. **Bulletin Boards.** Designated space for posting matters pertaining to legitimate Union business will be provided on department bulletin boards. Copies of all materials posted shall be provided to Human Resources and shall be appropriate for public display.

4. **Access to Meeting Rooms.** Conference rooms or other suitable public meeting space will be available for Union membership meetings, insofar as the availability of such space does not hinder normal operations of the Hospital. Scheduling meeting rooms will occur through the normal facility scheduling process.
5. **Access to Hospital Premises.** Duly authorized representatives of the Union shall be permitted at all reasonable times to enter the Hospital for the purpose of representing employees covered by this Agreement; provided, however, that no interference with the work of employees or interruption of normal hospital operations shall result. Such right of entry shall at all times be subject to hospital rules, confidentiality requirements and HIPPA regulations. Union representatives shall report to the Human Resources (HR) Department (or to the House Supervisor when HR is closed), present identification, as needed, and advise management of the areas to be visited. Permission must be obtained from the appropriate department manager prior to contacting employees during their working hours, however the Union Representative may contact Union Stewards and/or members briefly if the interaction is minimal and does not interfere with the work of the department. Representation of employees covered by this Agreement shall not be construed to include organizational efforts during employee’s work time.

6. **Unpaid Leave for Union Business.** Subject to the Hospital’s operating requirements, up to two (2) union members per year may be granted a leave of absence without pay for up to sixty (60) days to work for the union. No more than one (1) employee from any one department will be granted such leave during the same year. The leave request must be made in writing to the employee’s immediate supervisor at least thirty (30) days prior to the date of the leave. The request must specify the first day of leave and the first day of return. The leave may be granted at the sole discretion of the immediate supervisor or department manager. Upon return, the employee will retain their former position, wages, benefits, and seniority. The Union agrees that employees on such leave will not be assigned to work in activities proscribed by the No Strike/No Lockout provisions of the SHS/SEIU Local 49 collective bargaining agreements or in health systems organizing campaigns.

7. **New Employee Orientation.** The Hospital agrees to facilitate SEIU holding an orientation meeting for represented employees during new employee orientation, to be held either during the lunch hour or at the end of the day. Alternatively, the employer will provide a period of up to thirty (30) minutes during new employee orientation (for new hires) for a Union representative, on unpaid time, to discuss the Union with bargaining unit members. The Union shall be responsible for providing all material for any such meeting.

**ARTICLE 4 – MANAGEMENT RIGHTS**

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the Hospital. All policies, practices and procedures not covered by this Agreement shall continue to be subject to exclusive management control.

**ARTICLE 5 – TYPES OF EMPLOYEES**

1. **Introductory Employees.** Employees will be considered introductory employees until they have been continuously employed for at least six (6) months. During this introductory period, employees may be discharged without recourse to the grievance procedure.
Employees will receive feedback regarding their performance from their supervisor or manager at least once during their introductory period, no later than three (3) months after their date of hire.

2. **Regular Full-Time Employees.** A Regular Full-Time Employee is one who ordinarily works a forty (40) hour workweek or eighty (80) hours every two (2) weeks. Employees working twelve (12) hour shifts will be considered full-time if they work seventy-two (72) hours in a bi-weekly pay period. An employee designated as a Regular Full-Time Employee shall accumulate and receive all fringe benefits as provided in this Agreement when he becomes, and so long as he remains, a Regular Full-time Employee.

3. **Regular Part-Time Employees.** A Regular Part-Time Employee is one who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per workweek. An employee designated as a Regular Part-Time Employee shall accumulate and receive all fringe benefits on a pro-rated basis when he becomes, and so long as he remains, a Regular Part-Time Employee.

4. **Temporary Employees.** Regular full-time and regular part-time employees who have completed the introductory period may apply for temporary job vacancies. If selected, they will perform the temporary job instead of their regular job and may return to their regular job when the temporary work ends.

5. **Casual Employees.**
   
   A. A casual employee is one who is employed to work on an intermittent or as needed basis with no assigned FTE. Casual employees must confirm acceptance of the shift. Once the casual employee has accepted a shift and it is scheduled, fulfillment of the shift will be subject to the same attendance requirement for the shift as would a full or part-time employee.

   B. Provided work is available, a casual employee must work at least six (6) shifts per schedule period. Two (2) shifts must be weekend shifts, and two (2) shifts must be weekday shifts. The remaining two (2) required shifts may be either weekday or weekend shifts. Provided work is available, a casual employee must work two (2) Hospital-recognized holidays as outlined in article 10.3.I per year and includes at least one of the following every year: Thanksgiving, Christmas Eve, Christmas and New Year’s Day.

   C. If the casual employee fails to perform the required minimum work specified over a three (3) month period the employee may be terminated. Preference will always be given to the employee signing up for the entire shift as posted. PTO requests will be added to the ongoing list of available shifts based on assessed needs. Casual employees may pick up available shifts on a first come first serve basis.

   D. If a casual employee regularly works at least twenty (20) hours per week for three (3) consecutive months, the Hospital will evaluate the need to post these hours as a regular position. Casual employee applicants will be given preference over non-employee
applicants, if they meet the job requirements and all other relevant skills are substantially equal with respect to non-employee applicants.

E. All Casual Employees, as defined above, shall be ineligible for fringe benefits provided under this Agreement except for premium pay for time and one half (1 1/2) for worked holidays, shift differential pay and tenure increase eligibility. In lieu of eligibility for benefits, Casual Employees shall receive a wage differential of one dollar and fifteen ($1.15) per hour above the rate provided for in Schedule "A". In no event will there be any duplication of the differential payment and accumulation of rights to fringe benefits and tenure adjustments other than those specified above.

ARTICLE 6 – DISCIPLINE AND TERMINATION

1. **Just Cause.** The Hospital may discipline, suspend or discharge non-introductory employees for just cause. No employee who has completed his introductory period shall be discharged or subject to corrective action without just cause. It is recognized that the Hospital shall employ a system of progressive discipline in the counseling and reprimanding of employees, normally consisting of the following: verbal corrective action, written corrective action, final written corrective action, suspension and/or termination of employment. Nothing contained herein shall determine the method of progressive discipline, which the Hospital shall be obligated to utilize. Any non-introductory employee who feels that the discipline, suspension or discharge was without just cause may present a grievance for consideration under the Grievance Procedure article.

2. The Hospital agrees to give two (2) weeks’ notice of non-disciplinary termination to all regular, non-introductory employees. Such notice shall be given two (2) weeks prior to the date of their termination. Instead of giving such notice, the Hospital shall pay the employee at the employee's hourly rate for any straight-time hours, which the termination prevents, the employee from working during the two (2) week period. Provided, however, that the Hospital shall not be obligated to give two (2) weeks' notice or pay in lieu thereof as herein provided in cases of insubordination, drunkenness, violations of law or hospital ethics or other similar cause which will be grounds for immediate discharge.

3. All employees shall give two (2) weeks' notice in writing to their immediate supervisor with a copy to the Human Resources office of their intention to voluntarily terminate. Failure of the employee to give two (2) weeks’ notice as herein provided shall constitute a waiver of any PTO otherwise due such employee. The Hospital agrees to be reasonable and observe cases of hardship.

4. Verbal corrective action will not be counted as a step in the progressive discipline system listed above if there has not been a repeat incident after twelve (12) months of the initial counseling. The hospital will consider the type of previous offense(s) as well as the length of time since the previous offense when determining the next level of corrective action for an employee.
5. In any meeting, which could potentially lead to corrective action or discharge of any employee, the employee shall have the right to Union representation if he/she so desires. In the event that the Hospital is aware that a meeting may result in the implementation of such action, it shall advise the employee prior to attending the same right to Union representation. Upon requesting an investigatory meeting with an employee, (with a corresponding email to the Union’s Chief Steward) the parties mutually agree to communicate within twenty-four (24) hours of a meeting notice to schedule the meeting for occurrence within seventy-two (72) hours. These time frames shall not include weekends or hospital recognized holidays. The advance notice may be waived if patient or employee safety is in immediate jeopardy, or if the employee agrees to waive the notice in writing.

ARTICLE 7 – NON-DISCRIMINATION

In accordance with applicable laws, it is agreed that there will be no discrimination against any employee or applicant for employment because of race, sex, age, religion, color, national origin, or disability, in the administration or application of the terms of this Agreement or in hiring.

Union Activity. The Hospital shall not discriminate against any employee because of his membership in the Union or for legitimate Union activity; provided; however that such activity shall not interfere with the normal operations of the Hospital. Shop Stewards, however, may present grievances to management during working hours provided they do not interfere with the normal operation of the hospital. Reasonable investigative time will be done on work time at straight pay.

ARTICLE 8 – HOURS OF EMPLOYMENT AND OVERTIME

1. Definitions:

A. "Day" is the twenty-four (24) hour period beginning 12:01 a.m. and ending the following midnight. For twelve (12) hour shifts, the workday will be twelve and one half (12½) hours with one-half (½) hour unpaid meal break.

B. "Work week" is the seven-day period beginning 12:01 a.m. Monday and ending twelve (12) midnight the following Sunday.

C. “Work Period” will be either forty (40) hours in a seven (7) day work week, eighty (80) hours in a two-week work period, or twelve (12) hour shifts in a two-week seventy-two (72) hour work period. Work periods shall be established by the Employer.

D. Scheduling

1. “Posted” is the seven (7) day period prior to the schedule being opened. During the posted period, only Casual employees may see and bid on shifts.
2. “Open” refers to the thirty (30) day period prior to the schedule being “published”. Shifts will be awarded on first come, first serve basis. Any changes made must be mutually agreed upon between the Hospital and the Employee.

3. “Published” refers to the active, current schedule period. Shifts will be awarded on first come, first serve basis. Any changes made must be mutually agreed upon between the Hospital and the Employee.

2. **Overtime:**

The following situations will result in the payment of overtime. Overtime will be compensated at the rate of time and one-half (1½) the employee’s straight time hourly rate of pay.

A. Hours worked in excess of the employee’s regularly scheduled shift, eight (8) hours, ten (10) hours, or twelve (12) hours until work ends.

B. Hours worked in excess of forty (40) hours in any one (1) work week or eighty (80) hours in a period of two (2) work weeks where applicable.

C. Full-time employees working on their regularly scheduled day or days off shall be paid at the overtime rate of pay except when there is a change of schedule agreed upon between the Hospital and the employee. This section will apply only if the employee has worked all of the employee's normally scheduled shifts during the work week.

D. **Consecutive Day Overtime.** All hours worked on the sixth (6th) and consecutive days of work shall be paid for at the rate of time and one half (1½) until the employee has a day off. For full time twelve (12) hour shift employees, hours worked on the fourth (4th) and fifth (5th) consecutive day will be paid at the overtime rate of time and one-half (1½ ) and days six (6) and seven (7) at double (2) time. Attendance at a meeting on the employee's day off will not be counted as a day of work under this section. The employee will not be subject to discipline or negative evaluation for failure to attend. Schedule changes requested by the employee which set up a consecutive day stretch will not receive the premium.

E. Once an employee accepts a shift beyond their regular FTE and it is scheduled, they must follow the same requirements as if it were a regularly scheduled shift except that the employee may choose to be cut rather than be placed on-call.

3. **Posting/Publishing of Schedules.**

A. Nothing in this Agreement shall be interpreted as a minimum guarantee of work. No employee will be guaranteed a set schedule. Normal weekend rotations will be established and employee FTEs will be developed each scheduling period to meet operational needs.
B. **Every Other Weekend Off.** The Hospital will allow regularly scheduled full time and part time employees (other than temporary employees) every other weekend off whenever adequate staff is available to meet operational needs. In the event such employees are not scheduled every other weekend off, the Hospital shall meet with the employees concerned to discuss the reasons, at the Union’s request. (See Appendix C)

C. Casual employees receive a list of open shifts (needs list) when the schedule is posted. Preference will always be given to employee signing up for the entire shift as posted and granted based on seniority. Ongoing additional shifts (during “Open” or “Published” periods) that become available after the schedule posting period will be filled on a first come, first served basis. Once a casual employee has accepted a shift and it is scheduled, fulfillment of the shift will be subject to attendance requirements.

D. After the schedule is posted, employee schedules including shift start and end times and days off of regular employees will be available (“Open”) one (1) month in advance of the scheduling period. As much advance notice of overtime requirements will be given as permitted by operational circumstances. Once final schedules are “Published” all shift changes must be directly communicated and agreed upon by the employee and supervisor. All communication regarding schedule changes will be tracked in the electronic scheduling program.

E. An "emergency," is a situation in which the Hospital is obligated without advance planning to change schedules with less than twenty-four (24) hours’ notice. In case of emergencies, work schedules may be adjusted provided the employees are given reasonable notice of the change in their schedule and the Union is promptly notified by the Hospital of the reason for the changes. In making changes, however, the Hospital shall give consideration to any prior commitments of the employees. It is the employee's responsibility to keep the Hospital informed of his telephone number or how else he may be reached.

F. **4-Hour Minimum Shift.** No employee shall be called to work for less than four (4) hours. Any employee requested to report for work and not put to work shall receive four (4) hours’ pay; this minimum does not apply if the Hospital, at least two (2) hours before the shift begins, attempts to notify the employee or some person of suitable age, at the telephone number which the employee has given the Hospital.

G. In order to decrease the number of telephone calls made to employees at home, the parties agree to the following measures. Employees will make a good faith effort to notify the House Supervisor or applicable manager/supervisor at least three (3) hours prior to the start of their shift any time they will not be able to report to work and the House Supervisor, Staffing Office, or manager/supervisor will notify the employee at least two (2) hours prior to the start of their shift if they will not be needed to report for work. If sick calls are received after the two (2) hour shift reduction time limit, employees who have been cut from a regularly scheduled shift will be notified that work
is now available and if they choose to come in at straight time pay, the entire shift will be paid.

4. **On-Call.** Defined as an employee being assigned or scheduled to be immediately available during a specified period for a call back to work. The employee must provide a telephone number where the employee can be reached during such period of on-call. All employees placed on-call shall be compensated at the rate of $3.50 per hour for each hour on-call.

A. Call back shall be paid, in addition to on-call pay premium, a minimum of three (3) hours for working on a call back at the rate of time and one-half (1 ½) the employee’s regular straight-time hourly rate of pay. The three (3) hour minimum shall apply only to the first call back.

B. When an employee has been notified that he or she will not be needed as scheduled, the Hospital may place the employee on call in lieu of scheduled work. An employee will not be assigned to on call in lieu of work more than three (3) shifts per month, not including shifts when the employee volunteers for such on call.

C. An employee who is called back to work in the same day after having completed the regular work schedule and having left the Hospital premises shall be paid a minimum of three (3) hours for such call back at the rate of time and one half (1 ½) the employee’s regular straight-time rate of pay.

D. In cases of emergency, when a regular full-time employee is called to work after a shift has started, if the employee works at least three fourths (3/4) of the shift before the shift ends, the employee shall receive pay for the full shift. This section shall not apply when the employee is in any standby status or is called back to work.

E. For Surgical Services:

1. Orphan on-call is defined as previously scheduled on-call which must be filled after the schedule is published due to illness or termination/resignation. In lieu of the hourly on-call pay rate specified above, surgical service employees will be paid at $5.00/hr for each hour of such on-call. If there are no volunteers to take orphan on-call, it will be assigned on a rotating basis.

2. On-call pay shall continue through periods of callback. When employees for their convenience, split call, no portion of the three (3) hour minimum will be paid twice. Any employee that splits a three (3) hour callback period will be compensated call back rate at one and one-half (1 ½ times) their hourly rate of pay for the actual hours worked.

3. On-call is scheduled and posted. Employees may trade on-call or pick up extra on-call shifts after the schedule is posted. Employees who voluntarily accept additional call from peers are not eligible for a premium.
4. An employee who volunteers to take an orphan on-call shift will be moved to the bottom of the on-call list.

5. Casual employees will be required to take scheduled on-call shifts as follows:
   a) A minimum of one (1) on-call shift per pay period
   b) One (1) holiday per year
   c) One (1) weekend every three (3) months

6. For Endoscopy Technician, OR Assistant, or Sterile Processing Technicians, an employee who has a scheduled start time of 0700 or later and has been called back and has worked between 2300 and 0500 or an employee who has a scheduled start time of 0600-0659 and has been called back and has worked between 2200-0500 during a scheduled on-call shift and has not had at least eight (8) consecutive hours off before the employee’s next regularly scheduled shift of work, may request not to work the next regularly scheduled shift before that shift begins. If, after an employee has made such a request, the Hospital cannot accommodate the time off request, the employee will be paid one and one-half times (1½) the employee’s straight-time hourly rate of pay for work during such regularly scheduled shift. In the event of a reduction in force in that unit and shift, an employee working in the classification under the preceding sentence will be the first employee to be reduced in hours on that shift.

   Alternatively, the employee may request to be excused from the beginning of the next regularly scheduled shift to rest and then report to work later. If such a request is granted, when the employee returns to the shift the employee shall not be eligible for time and one-half compensation. The employee must report for work in time to meet the four (4) hour minimum work requirement.

7. **Meeting Pay.** In-service or other training meetings which are directly related to the employee's job where the Hospital requires the employee's attendance shall be treated as time worked. If held apart from other time worked, employees shall be paid a minimum of two (2) hours for such meetings.

8. Premium rates shall not be pyramided, except that shift premiums, where applicable, shall not be deemed to be pyramiding.

9. **Workload Distribution.** When an employee is absent for any reason and a replacement cannot be obtained, it is the intention of the Hospital to distribute his/her workload equitably among the employees in the work unit so that no undue hardship shall fall on any individual. It is further the intention of the Hospital to distribute workloads equitably among employees in both single work units and departments, and to maintain a large enough call-in list (including casual employees) so that a normal rate of absenteeism shall not impose an undue burden of extra work upon regular employees. Grievances over distribution of workload shall take precedence over all other grievances, except discharges, so as to be settled expeditiously.
10. **Rest Between Shifts.** The Hospital will make good faith reasonable efforts to provide employees with at least nine (9) hours rest between shifts. Employees who are required work with less than nine (9) hours rest will have the option to adjust their start and end times to allow for nine (9) hours of rest or request to take the day off. If the employer is unable to grant the request, the employee shall be paid time and one-half (1.5) for all hours worked on the shift without at least nine (9) hours of rest. This will not apply to Casual employees.

11. **Working at another Samaritan Facility.** Employees covered by an SEIU agreement may voluntarily pick up shifts at another Samaritan facility also covered by an SEIU agreement. The employee will work under the contract of their home facility.

**ARTICLE 9 – WAGE RATES AND COMPENSATION**

1. The minimum straight time hourly rates of pay shall be shown in Appendix “A” attached and made a part hereof. Employees are paid for actual hours worked unless designated elsewhere in the contract (e.g Article 8.5 – Meeting pay.)

2. **New Classifications.** The Hospital shall have the right to adopt new classifications and to establish wage rates relative to such classifications. The Union shall be advised of classification changes at the time they are made and designated wage rates shall be considered tentative until the Union has had an opportunity to meet and discuss wages. The Employer and the Union recognize the importance of maintaining job descriptions that reflect the various duties and responsibilities associated with the job titles contained in Appendix A as appropriate. Such duties and responsibilities shall be used as the basis for determining an employee’s appropriate job title and related wage rate. Any revisions to such descriptions shall be by mutual discussion. It is recognized, however, that the maintenance of job descriptions is a continuing and ongoing process necessitating review and revisions as circumstances indicate.

3. Effective April 16, 2018 – two and a half percent (2.5%) across the board increase will be granted.

   Effective the first day of the pay period following March 1, 2019 – two and a quarter percent (2.25%) across the board increase will be granted.

   Effective the first pay period following March 1, 2020 – two and a half percent (2.5%) across the board increase will be granted.
Salary Selectives:

Effective the first pay period following ratification.
Sterile Processing Tech – Unregistered: One percent (1%)
Sterile Processing – Registered Three percent (3%)

Effective the first pay period following March 1, 2019.
Sterile Processing Tech – Unregistered: One percent (1%)
Sterile Processing – Registered Three percent (3%)

Effective the first pay period following March 1, 2020
Sterile Processing Tech – Unregistered: One percent (1%)
Sterile Processing – Registered Three percent (3%)

4. Shift Premiums.

A. The evening shift premium shall be $1.45 per hour. The night shift premium shall be $2.25 per hour.

B. Employees 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. Evening shift is considered to be between 3:00 pm and 11:30 pm. Night shift is considered to be between 11:00 pm and 7:30 am.

5. Weekend Premium. Weekend work for which the employee is not eligible for time and one-half or greater pay under any provision of this Agreement and is not eligible for day off premium, employee shall be paid a weekend differential of one dollar $.1.00 as majority of hours worked in the defined weekend period. This premium will not be paid for any unworked hours. Weekend work for purposes of this section is defined as work on day and evening shifts on Saturday and Sunday and on night shift on Friday and Saturday.

6. Work in a Higher Classification. Any employee who performs work in a higher paid classification for two (2) or more hours (except for rest periods and meal relief) shall be paid at a rate based on the time worked in each classification.

7. Trainer Pay. When an employee is assigned to train and/or orient a new or existing employee, he/she must meet all the requirements listed below. He/she will receive an additional one dollar ($1.00) per hour for all hours spent training/orienting. The department manager will assist in the establishment of appropriate assignments.

Be approved by his or her manager;
Have completed the introductory period;
Have completed the required competencies for the position;
Be an employee in good standing;
Be evaluated annually on trainer performance; and
Provide verbal or written feedback (e.g. competency check-off and trainee evaluation sheets) to work place partners and managers.

8. **Change of Classification.** An employee transferring from one classification to another classification shall be placed at the step closest to their current rate of pay. If the closest step is below their current rate, they will move to the next higher step.

9. **Wage Equality.** There shall be no distinction between the wages paid to men and the wages paid to women for the performance of comparable quality and quantity of work on the same or similar jobs.

10. **Step Placement and Advancement.**

   A. **Steps.** Wage steps for the employees covered by this agreement are set forth in Appendix A. Steps two through eleven (2-11) represent annual steps. One thousand forty (1040) hours shall be considered to constitute a working year in advancing from one tenure step to another, provided that employees shall not advance earlier than the salary review date one year from their prior advancement date. Progression to longevity steps, Steps 12 through 15 shall occur as in 10E below.

   B. **Credit for Prior Experience.** Credit shall be given new employees in initial step placement of the wage scale set forth in Appendix A for prior experience directly related to-the same classification. Credit for prior experience which is somewhat related to the position for which the applicant applies will be granted on a basis of one (1) year credit for two (2) years’ experience.

   C. **Progression Requirements.** To progress to a higher step, up to and including Step 15 on the wage scale set forth in this article, the employee must provide evidence that the employee is in compliance with Hospital policy with respect to the following:

   1. Completion of the annual safety fair.
   2. Completion of annual competency requirements.
   3. TB testing (if required for the position).
   4. Basic Life Support every second year (if required for the position).
   5. Maintenance of current licensure/certification (if required for the position).
   6. Completion of department-specific competencies.

   In addition, the progress to a higher step up to and including step 11, the employee must complete one thousand forty (1040) hours of service since the last salary review date.
D. Longevity Steps. No new employee shall be placed above Step 11 on the wage scale for that classification.

[NOTE: Employees may advance to the next step upon their salary review date provided they have met the hour requirement (3600) on the existing step and completed 9.10.D above.]

An employee advances to Step 12, after serving three (3) years and a minimum of three thousand six hundred (3600) hours on Step 11, and completed 9.10.D above.

An employee advances to Step 13, after serving three (3) years and a minimum of three thousand six hundred (3600) hours on Step 12, and completed 9.10.D above.

An employee advances to Step 14, after serving three (3) years and a minimum of three thousand six hundred (3600) hours on Step 13 and completed 9.10.D above.

An employee advances to Step 15, after serving three (3) years and a minimum of three thousand six hundred (3600) hours on Step 14 and completed 9.10.D above.

11. Uniforms and Laundry. The hospital will furnish and launder apparel worn by employees working in Surgical Services and Women’s Center. Other department uniforms will be administered per departmental policy and practice. Nutritional Services employees shall be furnished necessary aprons and shirts while working. The hospital agrees to maintain an adequate supply of common sized uniforms in good condition.

12. Dressing Rooms and Locker Space. The Hospital shall provide adequate dressing rooms (where applicable, e.g. for staff working in Surgical Services and Women’s Center) and locker space for employees. Lockers may be subject to reasonable inspection by the Hospital in the presence of a Union representative.

13. Basic Standards. This Agreement contains the basic standards of employment. Hospital may reward an individual employee's performance, or pay a classification or step(s) thereof, over and above the prescribed standards called for in this Agreement. Hospital will give Union notice and an opportunity for discussion before implementing any reward or change under this section.

ARTICLE 10 - Paid Time Off (PTO)

1. Purpose. PTO is for employees to utilize as they determine it best for their own personal needs or desires, in accordance with the following provisions. PTO is in lieu of and must be utilized for sick time, holidays and vacation leave. Employees do not have to reduce their PTO bank below one (1) times their weekly FTE for instances of personal illness or injury. [Refer to Article 10.H for usage during leaves of absence.]
2. **Coverage.** All regular full-time and all regular part-time employees shall be eligible for PTO. This plan does not apply to Casual or Temporary Employees.

3. **Scheduling - PTO. (See definitions of Posted and Published schedules in Article 8.1.D)**

   A. PTO days, with the exception of illness or injury, must be scheduled far enough in advance so as to provide for adequate staffing.

   B. **Time off Requests: During a Posted, Open, or Published Schedule**

      For requested time off of one (1) shift or less, the request must be submitted via the electronic scheduling system at least one (1) week prior to the requested date Such requests will be granted or denied in accordance within this section within three (3) weekdays. During this time period, management will grant no less than one (1) employee off per shift, per day, per department in alignment with Article 10.3.e.

   C. **Time off Requests: Future Schedules**

      Requests outside of the current posted, open or published schedule must be submitted via the electronic scheduling system at least one (1) week, but not more than six (6) months, prior to the schedule(s) being “posted”. During this time period, management will grant no less than one (1) employee off per shift per day per department in alignment with Article 10.3.e.

   D. **Approval of PTO**

      PTO requests shall be granted on a first come, first served basis. Requests will be granted, denied or pended in accordance within this section. If a denial is given, it is the employee's responsibility to inform management of their continued interest to have the day off. If requests for the same time off are submitted on the same date by persons in the same department, classification, and shift, and the employees involved are unable to affect a suitable compromise, preference will be based on seniority. Seniority for this purpose is defined as the length of continuous service with the Hospital. Exceptions to this seniority preference are as specified in subsection F below.
E. For PTO requests in future schedules, all time off requests will be responded to within ten (10) calendar days of receipt not including the automated response. Initial response to include one of the following:

1. Approval of PTO
2. Denial of PTO
3. Pending approval or denial, based on ability of coverage.

F. Seniority preference shall not apply if a junior employee accurately objects in writing immediately after being notified of the conflict that the more senior employee has previously used his or her seniority for this purpose at any time within the three (3) preceding years. In that situation, the request submitted at the earliest date will be given preference; or, if submitted on the same date, preference will be based on the flip of a coin.

G. PTO will be scheduled by the manager or scheduling supervisor responsible for scheduling after taking into consideration departmental staffing needs, employee preference, and seniority. The employee seeking time off is expected to have sufficient accrued PTO to cover the requested time off, based on the employee's accrual level, when the requested time off would begin. Approved PTO will be denied if the employee has insufficient PTO accrued when the schedule containing the time off is published.

H. **PTO Usage during Leave of Absence.** PTO must be taken in conjunction with a leave (e.g. FMLA/OFLA). Employees on a Leave of Absence (e.g., FMLA or OFLA) must use PTO. However, employees will not be required to reduce their PTO bank below the one-week level (per FTE). Employees on a personal, unpaid Leave of Absence will be required to use accrued PTO in order to maintain benefits. PTO equal to the employee's assigned FTE must be used to maintain insurance coverage and may reduce or exhaust the one-week bank. If an employee chooses not to use PTO, they will be given the option to elect COBRA continuation coverage to maintain insurance coverage.

I. **Holiday Pay and Schedule.** All employees will be expected to continue sharing the responsibility for working on New Year's Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas, and Christmas Day. Hours worked on such holidays shall be paid premium pay at one and one-half (1.5) times the employee's regular straight-time rate of pay. An employee will be entitled to holiday pay if the majority of the employee's hours fall on the designated holiday.

J. In scheduling work on New Year's Day, Thanksgiving Day, and Christmas Day, the Hospital will first ask for volunteers from the employees in the department and shift. If
there are not enough qualified volunteers to work on one of these holidays, the Hospital will first assign such work to qualified employees in the department and shift who did not work on the same holiday the year before.

4. **Accrual**
   
   A. If a non-introductory employee is laid off, the employee may, at the time of layoff, request and receive payment of accrued PTO for the hours of work missed because of the layoff.

   B. Full-time and part-time employees shall accrue PTO at the applicable rates as set forth below, determined by the number of hours compensated at the straight-time or higher rate of pay, or scheduled but not worked because of low census days.

   C. For employees hired on or before April 13, 2012:
      1st through 4th year of continuous employment: .1077 per hour compensated (approximately 28 days per year for a full-time employee).
      
      5th through 9th year of continuous employment: .1269 hours per hour compensated (approximately 33 days per year for a full-time employee).
      
      10th year of continuous employment and each year thereafter: .1462 hours per hour compensated (approximately 38 days per year for a full-time employee).

   D. For employees hired on or after April 14, 2012:
      1st through 4th year of continuous employment: .0962 per hour compensated (approximately 25 days per year for a full-time employee).
      
      5th through 9th year of continuous employment: .115 hours per hour compensated (approximately 30 days per year for a full-time employee).
      
      10th year of continuous employment and each year thereafter: .135 hours per hour compensated (approximately 35 days per year for a full-time employee).

   E. PTO will not accrue during unpaid leave of absence.

   F. Employees within the introductory period will accrue but are not eligible to use PTO until the new employee has worked for at least ninety (90) days.

   G. An employee may accrue up to six hundred fifty (650) hours of PTO. Note: Beginning July 1, 2016, accruals will cease over six hundred and fifty (650) hours and will no longer be cashed out in each paycheck. Full-time employees are encouraged to take at least ten (10) days of PTO each contract year (pro rata for part-time employees).

   H. PTO pay will be computed on the employee’s regular hourly rate of pay at the time the leave is taken, including shift differential, if applicable.

   I. Cash out of accrued PTO will be done in accordance with SHS financial policy.
J. If two (2) weeks, notice is given, accrued but unused PTO will be paid upon termination, provided that the employee has been employed for at least six (6) months. If the required notice is not given, or if the time during the notice period is not worked for reasons other than Hospital decision, the accrued PTO will be forfeited. PTO cannot be used as termination notice time.

K. Accrued PTO will be noted on the employee's paycheck.

5. **Worker’s Compensation/ Disability Protection.** All regular full-time and regular part-time employees who are regularly scheduled to work at least twenty (20) hours per week will be eligible for the Hospital's long-term disability insurance program according to its terms. When an employee is eligible for Workers' Compensation, the amount of PTO payable will be reduced by the amount of Workers, Compensation received so that the daily pay does not exceed the regular pay when working a normal shift.

**ARTICLE 11 – INSURANCE**

1. **Medical and Dental Plans.** Each eligible employee may participate in one of the medical and dental plans offered as part of the Samaritan Choice Plans, in accordance with the terms applicable to the majority of the hospital’s employees.

The hospital retains the right to change the medical and/or dental plans offered as part of the Samaritan Choice Plans, as applicable to the majority of the hospital’s employees, provided, however, that the Hospital will provide notice to the Union prior to Open Enrollment of any such changes.

For each year of the contract, any premium increases shall be shared as follows: The employee premium and the employer contribution will each be increased by the same percentage as the increase in total premium. However, if total premium increases by more than ten percent (10%) then employee premium increases are capped at ten percent (10%) with the employer responsible for the balance of the premium increase.

Effective January 1, 2019, premiums for “Employee Only” coverage will not exceed $15 per pay period for full-time employees. Part-time “Employee Only” premiums will not exceed $30.00 per pay period.

**Financial Assistance:** Employees will be eligible for the same financial assistance provided to SHS patients. The terms of such programs shall not be reduced for SEIU members during the life of this 2018 to 2021 collective bargaining agreement.

**Payment Plans:** Employees covered by the Samaritan Choice medical insurance plan who have outstanding balances that are payable to Samaritan Health Services for in network, covered, and authorized (if medically necessary) services will be provided payment plan
offerings upon request from the employee. The request will be made to Patient Financial Services, and may be directed through the Hospital Patient Financial Counselor. Patient Financial Services will work with employees to identify the appropriate payment arrangement based on the employee financial needs/eligibility. Within 120 days from first patient statement, employees must contact Patient Financial Services and identify themselves as a SHS SEIU member and ask for a payment plan arrangement that does not exceed six percent (6%) of their household income. Such requests will be granted using the existing SHS payment options and funding programs. To be eligible for a payment plan, employees must comply with all requirements for establishing appropriate payment options/eligibility, including the completion of a financial assistance application with supporting documentation. Employees who comply with all terms of the payment plan(s) will not be subject to collections or wage garnishment.

**Continuation of Benefits:** The hospital agrees that during the term of the 2018 – 2021 collective bargaining agreement only, it will not reduce or eliminate the following benefits: Extension of Dependent Coverage to 26; Non-Discrimination Based on Health Status; Prohibition of Waiting Periods in excess of 90 days; Prohibition on Rescission; Coverage of Preventative Health Services without Cost Sharing (including birth control); Coverage of Preexisting Health Conditions; Prohibition on Annual and Lifetime Limits: Limits for Annual Out-of-Pocket Spending; Standardized Appeals Process for Coverage Determinations and Claims; Choice of Primary Care Provider; Coverage of Emergency Services; Access to Pediatric Care; Access to Obstetrical and Gynecological Care. This agreement against reduction or elimination will automatically sunset with the expiration of the 2018 – 2021 agreement.

2. **Life Insurance and Long-Term Disability.** Employees will participate in the life insurance and long-term disability plan, in accordance with the terms applicable to the majority of the Hospital’s unrepresented employees. Employees may also participate in the voluntary life insurance plan offered by the Hospital.

3. **Short-Term Disability.** Employees may participate in the short-term disability insurance plan offered by the Hospital.

4. **Flexible Spending Account.** The Hospital will provide a Section 125 plan that will allow the pretax payment of insurance premiums, unreimbursed medical expenses, and dependent care per federal law.

**ARTICLE 12 – RETIREMENT**

**SHS Retirement Plan (Defined Contribution Plan).** The employer shall provide the Samaritan Health Services Retirement Plan (Defined Contribution Plan) to employees covered by this collective bargaining agreement. Under this plan, the employer shall contribute four percent (4%) of an employee’s gross earnings into the employee’s account. These contributions shall be paid quarterly, in accordance with the plan’s terms.
**SHS Tax-Sheltered Annuity (TSA) and Matched Contribution Program.** The employer shall provide the Samaritan Health Services Tax-Sheltered Annuity Plan to employees covered by this collective bargaining agreement. Under this plan, employees may purchase tax-sheltered annuities through payroll deduction up to the maximum allowable by applicable law (403(b)). The hospital will contribute on a matched basis, up to another three percent (3%) of the employee’s gross wage if hired on or before April 13, 2012. If hired on after April 14, 2012, the hospital will contribute on a matched basis, up to another two percent (2%) of the employee’s gross wage for employees. These contributions will be paid in accordance with the plan’s terms.

**Maintenance of Benefit/Plan Changes.** The employer agrees to maintain the current level of benefit in the pension programs listed in this article for the duration of the contract. If the employer improves either the SHS Retirement Plan (Defined Contribution Plan) or the TSA plan, or adds another plan, during the term of this agreement, employees covered by this collective bargaining agreement will receive these same improved benefits.

**ARTICLE 13 – LEAVES OF ABSENCE**

1. The Hospital agrees to comply with all requirements and obligations of federal and state mandated leave laws. A leave of absence is defined as any authorized absence without pay. All leaves of absence shall be requested in writing and/or electronically filed on a form provided by the Hospital, and employees shall be provided with a copy of such form with the determination stated thereon. All requests for leaves shall be subject to prior approval by the Department Manager and Administration.

   In order to be eligible for a leave of absence, an employee must have completed at least six (6) months' employment.

2. An authorized leave of absence shall not affect previous accumulated seniority or benefits; however, seniority and benefits will cease to accumulate during such leave.

3. Employees returning from leave of absence of more than twelve (12) weeks, duration shall accept whatever assignment is available when they return. However, they shall be returned to a position comparable to and on the same shift as that which they left as soon as such position becomes available. Employees who are granted a leave of absence not to exceed twelve (12) weeks and who return within the specified time shall be returned to the assignment, which they left.

4. Two (2) weeks, written notification of a return from a leave of absence must be given to the Hospital.

5. **Personal Leave.** Employees may request a leave of absence for personal reasons up to a 60-day period. Employees may request personal leave for up to 90 days for education. All requests must be in writing to the employee's immediate supervisor. The manager will approve/deny the request within a 14-day period. If an employee accepts other employment (unless mutually agreed upon) or fails to return to work on the next regularly scheduled work
day following the expiration of the leave, it may be considered that the employee has voluntarily terminated his/her employment unless mitigating circumstances exist. During personal leaves of absence the employee must have enough PTO available to fulfill their regularly benefitted FTE, in order to keep their benefits whole during a personal leave. If the employee does not have enough PTO to maintain their regular FTE per week during personal leave, he/she will be offered continuation of coverage under COBRA. In such cases, benefits will be reinstated the first of the month following the employee’s return to work.

6. **Jury Duty.** Any employee who serves on a federal or state jury, or who is called to take an examination as a juror, shall receive full pay during the period of such service. It is understood that the employee will submit to the Hospital a certificate from a court official indicating the time so spent and the amount of jury pay. It is also understood that, if the day's jury service is completed prior to the end of the workday, the employee will, call the Hospital to determine whether he should return to work.

7. **Bereavement Leave.** In the event of a death in the immediate family of a full or part-time employee, he/she will be allowed up to three (3) normally scheduled working days off following the death to arrange for and/or attend the funeral. “Immediate family” is defined as: mother, father, sister, brother, parents-in-law, siblings-in-law, grandparents, grandparent-in-law, and grandchildren. Employees will be granted up to five (5) normally scheduled working days off following the death of a spouse, significant other, or child. All family relationships identified will apply to domestic partners (with proper attestation), for the purpose of bereavement.

The Employer may allow an employee a leave of absence without pay for employees that need to have more than three (3) or five days (5) per applicable Oregon law.

**ARTICLE 14 – SAFETY COMMITTEE**

The Union may hold elections or shall appoint employees in the represented departments to serve on the Safety Committee. The elected or appointed employees will be forwarded to the Hospital, who, in turn, will select a cross-representative number to serve on the Committee. Those employees not selected will receive notification from the Hospital Safety Chairperson and will be eligible for selection in the next year. Time for participation on the Committee will be paid by the Hospital. The appointee shall be a communication conduit to and from the Safety Committee and the Bargaining Unit. All employees serving on the Committee will respect the confidential nature of business discussed and the obligations of member status. The Safety Committee shall meet as required by regulatory bodies, but no less than once per quarter.

**ARTICLE 15 – STAFF DEVELOPMENT**

**Orientation.** The Hospital will continue its program to provide orientation to familiarize newly-hired employees with the functions and responsibilities of their positions, and orient the employee to Hospital policies and procedures. The Hospital will make a reasonable effort to
keep the employee on orientation until it is completed in order to ensure that the job is done safely and competently.

The hospital shall ensure that employees providing on-the-job orientation and training to new employees have completed appropriate competencies demonstrating he/she has the necessary skills and experience to provide such training.

**Education.**

A. The Hospital will continue to pay employees for the time spent in mandatory in-service programs and other education programs approved, in advance, by the Hospital.

B. With management approval and if is class size permits (preference is always given to employees with mandatory requirements over those without), employees may be allowed to participate in in-service and/or education programs at the hospital if the training is related but not required for their position.

C. Employees may participate in accordance with the Education Reimbursement Program Policy as applicable to the majority of the Hospital’s unrepresented employees.

3. **Professional credentials and continuing education.**

   Employees who hold certification requiring ongoing continuing education units (CEUs) shall be provided an educational allowance of $100 per employee per calendar year to be used for maintaining certification. This allowance may be used for registration and expense reimbursement for job-related educational programs approved in advance by the Hospital.

4. **Non-CEU related education.**

   With management approval, employees who do not qualify for the education allowance under “Professional Credentials and continuing education” above shall qualify for a fifty dollar ($50) allowance per calendar year. This allowance may be used for registration or materials related to educational programs that are related to their work but are not already offered by the hospital.

**ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE**

**Definition of a Grievance.** A grievance is defined as any dispute over the interpretation or application of specific provisions of this Agreement, including discipline or discharge of an employee (other than probationary employees in their initial service period who may not challenge discipline or discharge actions under this Agreement).

**Principles.** The goal of the parties is to resolve the grievance at the lowest level possible. Employees are encouraged to discuss the subject matter of a potential grievance with their
immediate supervisor at any time before filing a written grievance, however, this recommendation does not change the time limits specified in this Article for filing a grievance. Grievances may be referred up to a higher level or sent back to a lower level by mutual written agreement of the parties.

**Timelines.** Failure of the Employer to respond within the timelines specified herein shall allow the Union to submit the grievance to the next level. Failure of the employee and/or the Union representative to submit the grievance to the next level within the timelines specified herein shall constitute withdrawal of the grievance. Timelines may, however, by mutually extended in writing by the parties.

**Group Grievances.** Any employee who is a steward or union representative may present a group grievance where the occurrence involves at least four (4) employees.

**Step 1** The employee with or without a union representative may file a grievance in writing to the immediate supervisor (first level of management) to whom the employee reports, within fourteen (14) calendar days from the occurrence or the time when the employee should reasonably have been aware of the occurrence giving rise to the grievance. The grievance shall set forth the employee’s complaint, the provision(s) of this Agreement allegedly violated, and the requested remedy. The immediate supervisor shall meet with the employee and union representative and shall respond in writing no later than fourteen (14) days from the date the grievance was filed.

**Step 2** If the grievance is unresolved, the employee and/or union representative may file the grievance with the appropriate administrator or designee within fourteen (14) calendar days of receiving the Step 1 response. The administrator or designee shall meet with the grievant and union representative and shall respond in writing within fourteen (14) calendar days of the date the Step 2 response was filed.

**Step 3** If the grievance is unresolved, the employee and/or union representative may file the grievance with the hospital CEO or designee within fourteen (14) calendar days of receiving the Step 2 response. The CEO or designee will meet with the grievant and union representative and shall respond in writing within fourteen (14) calendar days of the date the Step 3 response was filed.

**Step 4** If the grievance is unresolved, the Union may provide written notice to the CEO or designee of its intent to arbitrate the grievance. This notice must be provided within fourteen (14) calendar days of the date of the Step 3 response.

**Arbitration.** In the event such an arbitration notice is filed, the Federal Mediation and Conciliation Service (FMCS) will be requested to provide the parties with a list of nine (9) arbitrators from Oregon and Washington. The parties will jointly select three (3) names, either through joint agreement or by alternately striking names (the first strike will be determined by a coin toss). These three (3) arbitrators will be notified of the arbitration hearing procedures contained in this Article and asked to submit their earliest available dates for hearing to the parties, if they are willing to adhere to these procedures and timelines. If an arbitrator does not
consent to the procedures outlined herein, the parties will select the next arbitrator from the panel to complete the list of three (3). The consenting arbitrator with the earliest available dates will be selected by the parties.

The parties to this Agreement have a joint interest in following arbitration procedures that guarantee due process but are also time efficient and cost effective. To accomplish these goals, the parties agree to make all reasonable efforts prior to the hearing to decide whether transcripts of the hearing will be required, to stipulate the facts that are not in dispute and to stipulate to the issue(s) to be presented to the arbitrator. The parties require that the arbitrator avoid recitation of contract language and facts presented by the parties but instead limit the focus of the arbitration decision to the arguments presented by each party and an explanation for the arbitrator’s decision and award. Briefs will be used judiciously by the parties, recognizing their impact on the timing and cost of receiving a decision and award.

The arbitrator agrees to issue a written decision and award within thirty (30) calendar days of the close of the hearing (including thirty [30] calendar days after receipt of briefs, where they are submitted). The arbitrator shall have no power or authority to add to, modify or detract from the provisions of this Agreement. The arbitrator will have continuing jurisdiction for thirty (30) calendar days following issuance of the arbitration award to address any issues arising from implementation of the award.

Arbitrator fees and costs will be equally split by the parties. All other costs of arbitration, including representation costs and transcripts, will be paid by the party that incurred them. The grievant and steward shall be granted unpaid release time to participate in arbitration hearings. The Employer will facilitate release from work for witnesses.

**ARTICLE 17 – LABOR-MANAGEMENT COMMITTEE**

The Hospital and the Union will participate in a joint Labor-Management Committee (“LMC”). The goal and purpose of the LMC shall be to foster a more positive and collaborative relationship between the parties leading to 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 acknowledgement of each party’s legitimate organizational interests.

The LMC shall be composed of eight (8) members, four (4) from the Union and four (4) from the Hospital who, by virtue of their positions within their respective organizations possess the authority to make decisions on behalf of their constituents or to defer as deemed appropriate. Union members shall be four (4) members selected by the SEIU Local 49 Steward Council, preferably having had contract negotiation experience.

All SEIU LMC members shall be paid at their straight time base hourly rate of pay for time spent in LMC meetings or working on sanctioned joint LMC projects, using the “education” KRONOS code. Members will receive up to two (2) hours pay per month, unless otherwise approved, for pursuit of sanctioned LMC Committee responsibilities. Employees must obtain prior approval from the immediate supervisor before turning away from job duties to work on LMC tasks.
Employee LMC members will inform the manager of Committee time obligations so that absences and paid time can be managed. No time spent doing LMC work shall result in the payment of overtime.

Initially the parties agree to the following:

- A commitment to the exchange of information.
- A commitment to make every reasonable effort to solve problems as they become evident.
- To meet at regularly established times, no less than every other month.
- To furnish written records on LMC discussions to the Bargaining Unit and Managers.

Chairperson responsibilities will alternate between the parties and rotate every six (6) months, or as mutually agreed upon, among the eight LMC members. The Chair will be responsible for developing the agenda, presiding over the meetings and completing and distributing the minutes after each meeting during their term as Chair.

Each LMC member will submit to the Chairperson items for the agenda at least seven (7) calendar days prior to the scheduled date of the meeting, unless mutually agreed upon otherwise.

The committee shall not supersede the grievance procedure in this Agreement, has no authority to settle any grievances, no authority to change or delete any provisions of this Agreement, and no authority to bargain regarding any wages, hours, or other terms or conditions of employment.

**ARTICLE 18 – MEAL AND REST PERIODS**

1. The Hospital shall authorize all employees to take rest periods daily which, insofar as practicable, shall be in the middle of each work period. Rest periods shall be computed on the basis of fifteen (15) minutes for four (4) hours' working time or a major fraction thereof. No wage deduction shall be made for such rest periods. The hospital will remain in compliance with State and Federal laws pertaining to rest periods.

2. A thirty (30) minute unpaid meal period will be provided to employees who work six (6) or more hours in a work period. If, during a meal period, the employee is called back to work, the employee will be allowed to finish the meal period at another time during that shift, as the Hospital's work needs allow. The hospital will remain in compliance with State and Federal laws pertaining to meal periods.

3. Employee is responsible to notify their immediate supervisor if they believe they will not be able to take a meal break, and will jointly arrange a reasonable meal period. If an arrangement cannot be made, the employee and supervisor will make a reasonable effort to complete and sign a Kronos exception form for payment of the missed meal period prior to the end of the shift. The Hospital will make a reasonable effort to ensure that all employees receive a meal period.
**ARTICLE 19 – PAYDAYS**

There shall not be less than two (2) paydays per month and any employee (1) who quits of his own volition shall receive all wages due him within twenty-four (24) hours of the termination of his employment, (2) who is laid off for more than two (2) weeks shall receive all wages due him within twenty-four (24) hours of the layoff, or (3) who is discharged shall receive all wages due him immediately upon the date of termination of his employment. Hospital is authorized to make payroll deductions in accordance with applicable law, including as reimbursement for amounts owed to the Hospital, pertaining to employment, and for Hospital property that has not been returned or paid for by the time of the final paycheck.

**ARTICLE 20 – DISPUTES: SETTLEMENT OF**

1. The Hospital and the Union realizing that a hospital is different in its operation from industries, because of the type of service rendered to the community and for humanitarian reasons, agree that there shall be no lockouts on the part of the Hospital, nor suspension of work on the part of the employees, it being one of the purposes of this Agreement to guarantee that there shall be no strikes, picketing, lockouts, sympathetic strikes, sympathetic picketing, or work stoppages, and that all disputes subject to the Grievance Procedure of this Agreement will be settled in accordance with such Grievance Procedure.

2. If the union protests the Hospital's exercise of its right to discipline employees for violation of this Article and the Union elects to refer such protest to arbitration under the Grievance Procedure, the only issue which may be reviewed by the arbitrator is whether or not the employee has, to any extent, committed any act prohibited by the provisions of this Article.

**ARTICLE 21 – SENIORITY**

The principle of seniority will be observed within classifications. Seniority shall be dated from the time the employee last entered the service of the Hospital. Seniority shall apply to regular full-time, part-time and casual employees only, except that a casual employee’s seniority will be used only in comparison to another casual employee. In situations where seniority dates are the same, the employee with the lowest employee number will be deemed to have the higher seniority.

1. **Definitions:**

   A. **Reduction in Force.** For purposes of this article, a reduction in force shall be Hospital’s elimination of regularly scheduled hours or positions.

   B. **Mandatory Absence (M.A.)** is defined as a staff reduction for all or part of shift because of Hospital staffing projections needed for that shift. Staff placed on mandatory absence may voluntarily choose to use PTO or Non-Paid – M.A. in Kronos.
2. **Short Term Layoff.** In the case of reduction of force and/or M.A., of thirty (30) days or less, reduction shall occur by inverse order of seniority, except for volunteers as noted below, according to the following order within the affected classification:

   - Staff on day off premium
   - Temporary employees
   - Volunteers by seniority (or current practice)
   - Casual employees
   - Regular full-time and part-time

A. A regular full-time or part-time employee to be laid off may, instead of going on layoff, choose to replace the least senior employee provided, however, that the replacing employee:

   - Is on the same shift, and;
   - Has greater seniority than the employee to be replaced and; has regularly scheduled hours equal to or more than the regularly scheduled hours of the employee to be replaced and;
   - Is immediately able to perform the necessary work and possesses the necessary qualifications for the job.

B. A replaced regular full-time or part-time employee would then have the ability to bump the least senior employee regardless of shift, provided that the replacing employee:

   - Has greater seniority than the employee to be replaced and;
   - Is immediately able to perform the necessary work and possesses the necessary qualifications for the job; and
   - Does not result in payment of overtime premium.

3. **Long term Reduction in Force. (31 days or more).** If the reduction in force within the shift of a unit is expected by the hospital to, or actually does, last thirty one (31) continuous calendar days or more, layoff will occur by inverse order of seniority, except as noted below, among the employee(s) within the affected classification, provided that the remaining employee(s) within the classification is/are qualified to perform the work to be done, according to the following order:

   - Volunteers, by seniority
   - Temporary employees
   - Introductory employees
   - Casual employees
   - Regular Part-time and full-time employees.
A. At their option, regular full-time and part-time employees affected by long-term reduction in force may:

Choose to fill open, unfilled positions.
Exercise their seniority in the following manner:
An employee being reduced may bump the least senior employee in the bumping employee’s classification starting with the same shift, then on any shift within the worksite, provided that the bumping employee is qualified to perform the work of the bumped employee within ten (10) working days.
The least senior regular full-time or part-time employee(s) so affected shall have rights to a casual position, within the same classification, provided that the employee is qualified to perform the work of the position within ten (10) working days.
Regular full-time and part-time employees whose only option is to a casual position may elect to be placed on layoff status.

B. Severance. An employee laid off under 4 above, shall have the option, in lieu of bumping and recall, to accept two (2) weeks’ severance at the base rate of pay. This severance option is available only to a regular full-time or part-time employee who has been employed by the Hospital for at least one (1) year and not more than ten (10) years. Employees employed with the Hospital in a regular full-time or part-time position for more than ten (10) years may receive three (3) weeks’ severance pay in lieu of bumping and recall rights.

4. Recall. Prior to recall of employees on layoff, current employees within the department will be eligible to bid on open positions, provided they have the ability to immediately perform the necessary work. Thereafter, employees on layoff shall be recalled to their classification in the inverse order of layoff, provided the recalled employee has the ability to immediately perform the necessary work. For the purposes of this provision, “immediately perform” is defined as requiring no more than twenty-four (24) hours retraining and orientation to meet performance requirements of the job.

The Hospital’s obligation under this provision shall cease upon expiration of twelve (12) months recall time line or if the employee is placed in or refuses to accept an offer of the same regularly scheduled hours or up to eight (8) additional regularly scheduled hours. Employees who are recalled will have their former seniority and attendant benefits restored.

5. Department Restructure.

A department restructure is defined as the restructure of an existing department.

The Hospital will notify the Union thirty (30) days in advance of a department restructure and the implementation of the change. The Union may request, and if so the Hospital will agree, to meet to discuss the implementation of the reorganization. The procedure will be as follows unless mutually agreed otherwise. The Hospital will determine the number of full-time and part-time FTEs by shift required for the new or restructured department. A list of
the positions and work schedules in the new/restructured department, including any qualification requirements, will be posted in the department for at least ten (10) days. 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). Based upon these preference lists, the Hospital will assign employees to positions within the employee’s prior classification in the new/restructured department based on seniority.

If an employee does not have a position after the process outlined in paragraph B above, the displaced employee will then have the following options:

The displaced employee may move into a casual position and retain seniority as it applies to other casual employees; or

The displaced employee will be laid off from work.

“Qualified to perform work of a position at the time of displacement” means that the employee is able to perform work with the orientation regularly provided to a new employee and does not require the Hospital to provide training for a position.

6. **Job Postings.** All job vacancies within the bargaining unit shall be posted for a minimum of seven (7) days. During this period, it will be the responsibility of interested employees to make online application for consideration of such vacancies. If two (2) or more employees apply for a job vacancy, the employee applicant with the greatest seniority will be selected to fill the vacancy if he/she meets the job requirements and all other relevant things related to the vacancy are substantially equal. *Posting of vacancies shall not be delayed for arbitrary or capricious reasons.*

7. **31-Day Return Rights.** When an employee has been selected to fill a vacancy in a different classification, the employee and the Hospital will each have thirty-one (31) calendar days to determine if the employee should remain in the new classification. If either of them decides that the employee should not remain in the new classification, the employee will be returned to his or her former classification without loss of seniority and without acquiring any seniority in the new classification so long as the position is still available and an offer has not already been extended to another individual.

8. **Loss of Seniority.**

Seniority and rights under this Article shall be lost upon voluntary or involuntary termination of employment, layoff in excess of twelve (12) months, failure to report for work as scheduled after a leave of absence or failure to return from layoff upon recall.

9. **Float Assignments.** In making float assignments to other floors, in the absence of volunteers, the Hospital will consider the seniority of the employees in the needed classification who are then on duty on the shift and floor from which the float will be assigned, except that seniority need not be considered if in the opinion of the supervisor the assigned employees have greater skills, training or ability for the float assignment unless the department has a rotation plan already in place. When a CNA accepts a floating assignment,
she/he shall be provided with the appropriate orientation and training to the unit and position they are floating to. Employees who are floated during their shift between the Hospice House and the Hospital will be compensated mileage per IRS regulations.

**ARTICLE 22 – SAVING CLAUSE**

1. **Federal and State Laws.** It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or the proper governmental agency to be in contravention to any state or federal law, the parties agree that the remainder of this Agreement shall continue in full force and effect. Both parties agree to construe such invalidated provision(s) as closely to the bargained purpose as is permissible by law and to promptly negotiate on a narrowly revised provision that attempts to reflect the originally bargained purpose to the extent feasible and permissible by law.

2. **Subcontracting.** Whenever any part of the work covered by this Agreement shall be performed under contract, such contract shall be made with a contractor with whom the Union has a working agreement or who, prior to taking over the work, will enter into an agreement with the Union which provides terms and conditions no less favorable to the employees of the contractor than set forth herein. This Agreement shall be binding and conclusive on any agent or contractor employed by the Company and placed in charge of or taking over the employment of the employees covered by this Agreement.

Before subcontracting any work performed by employees in the bargaining unit, the Hospital will meet with the Union a minimum of 60 days in advance to discuss the effects of the subcontracting. The Union may propose alternate actions to the subcontracting, which the Hospital will respond to in writing. The decision on whether to subcontract any work will rest with the Hospital.

3. **Contracting Out.** The employer shall not contract out any Departments covered under this contract without first giving the Union sixty (60) days’ notice prior to the letting of any such contract.
ARTICLE 23 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect upon ratification, and shall remain in effect until February 28, 2021, and shall continue in effect from year to year thereafter unless either party gives notice in writing to the other party at least ninety (90) days prior to the expiration date of its desire to terminate or modify such Agreement.

DATED at Albany, Oregon, this 25th day of October, 2018.

For Samaritan Albany General Hospital

For SEIU, Local 49

Daniel Keteri, VP – Patient Care Services

Meg Niemi, President

Scott Russell, Director – Labor Relations

Mike Morrison

Erin Frenzel, Director – Human Resources

Michelle Hilpert

Patricia Jones-Stanley, Manager – EVS

Cassie Wells

Lisa Chiles, VP – Operations

Yvonne Castillo

Crystal Smith, Manager – Med/Surg/CCU/EKG

Leslie Barber

Jessica Davis, Manager – Nutritional Services

Chandra Ferrell

Melinda Papen, Director – Hospice

Andrew Barnes

Lonnie Owens-Wink, Generalist – HR
## APPENDIX A – WAGE SCALE

### Samaritan Albany General Hospital

**SEIU Wage Table**

Effective 4/16/2018 through 2/28/2021

### Cardiopulmonary

#### 0214 EKG Tech

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### Dietary / Nutrition

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### 3041 - Dietary Assistant II

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### 0654 - Dietary-Culinary Aide

| Date       | % Inc. | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
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| Before Ratification | N/A    | $12.69 | $13.19 | $13.90 | $14.41 | $14.85 | $15.29 | $15.75 | $16.22 | $16.71 | $17.21 | $17.73 | $18.26 | $18.81 |
| 3/2/2020   | 2.5%   | $13.76 | $14.17 | $14.59 | $15.03 | $15.48 | $15.95 | $16.43 | $16.92 | $17.43 | $17.95 | $18.49 | $19.04 | $19.61 | $20.20 |

### 0648 - Dietary Float

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### 3206 - Nutritional Services-Lead

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| Before Ratification | N/A    | $15.50 | $16.13 | $16.87 | $17.53 | $18.06 | $18.60 | $19.16 | $19.73 | $20.33 | $20.94 | $21.56 | $22.21 | $22.88 |
| 4/16/2018  | 2.5%   | $15.97 | $16.45 | $16.94 | $17.45 | $17.97 | $18.51 | $19.07 | $19.64 | $20.23 | $20.83 | $21.46 | $22.10 | $22.77 | $23.45 |
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### Sterile Processing

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SAGH withdraws 1/17/18 proposal to delete proposal and maintain status quo.

APPENDIX B – Letter of Agreement – Union Merger

LETTER OF AGREEMENT

The Hospital agrees that should SEIU Local 49 merge, reorganize or consolidate with another SEIU Local (such as SEIU Local 1199NW or Local 503) during the term of this contract, the Hospital will recognize the newly merged local as if it were Local 49.

[Signatures]
For SAGH Date: 10/15/18
For SEIU Local 49 Date: 10/2/18
APPENDIX C – Letter of Agreement – E.V.S. Weekends

LETTER OF AGREEMENT

Within six (6) months of ratification, the Hospital agrees that all full-time EVS employees will be scheduled at least one weekend per month.

For SAGH 10/15/18
For SEIU Local 49 10/12/18
Date Date
APPENDIX D-

LETTER OF AGREEMENT

Between Samaritan Albany General Hospital and SEIU

Endoscopy Tech

Endoscopy Techs, if floated to an assignment in an Inpatient Unit at the Hospital, shall only be assigned 1:1 patient care unless critical staffing needs arise where they may be required to provide additional patient care. Endoscopy Techs understand they might be cut if there are no 1:1 cases available.

For SAGH  
Date

For SEIU Local 49  
Date
Samaritan Evergreen Hospice House (SEHH) and the Service Employee International Union, Local 49 (SEIU) agree to pilot a Closed Unit plan for CNAs in the SEHH. This new closed unit plan for CNAs will be a six (6) month trial to determine benefits versus drawbacks. Staff satisfaction, staff cooperation and labor costs will be significant components in the decision to make SEHH a permanently closed unit for CNAs. Both parties agree that if any revisions are needed in the course of the six (6) month pilot that SEHH management and SEIU will collaborate on such revisions. If there is an inability to reach an agreement on such revisions, SEHH management reserves the right to make the final decision based on needs of the SEHH. In the event the pilot program is discontinued then floating will take place as per the existing Hospice House LOA.

As a result of the SEHH closed unit plan, SEHH CNAs will not be allowed to float to other departments within the hospital. Additionally, other CNAs will not be allowed to float into SEHH. As a result, SEHH CNAs must cover all open shifts and fluctuations in census on the unit. The Hospice House Manager, Director and/or VP of Patient Care Services may initiate staffing changes outside of this guideline if there is an emergent or critical need to maintain short term safe patient care at SEHH and/or the Hospital; this does not apply to routine staffing issues.

- Base line goal of one (1) to two (2) CNAs per shift, per day (day and night) based on census, staffing grid and patient care activity not including on-call CNA.
- If reduction in staff within the department is required and there is staff on-call, the on-call staff will be cut first. If the on-duty CNA is also not needed, they will then be put on-call. Extra shift and on-call staff will be cut before regularly scheduled staff even if the regularly scheduled staff has requested to be cut or be put on-call.

**Required Call** One (1) on-call CNA will be scheduled each shift.
Schedule Review Committee

There will be a “Schedule Review Committee” that will determine the number of on-call shifts required. They will review each schedule to ensure all staff is participating in required on-call shifts to meet all patient care needs of the unit. The committee will be made up of CNAs and a designated Management Advisor. There will be equal representation of day shift and night shift committee members.
APPENDIX F – Letter of Agreement

Health and Safety

A. The Employer shall provide a safe and healthy work environment whenever possible.

B. The Employer shall work proactively with employees to prevent safety and health hazards, and to protect the Hospital’s and employees financial resources by minimizing long-term costs of workplace injuries.

C. The Employer shall guarantee a safe and healthy patient care environment whenever possible.

D. If an employee considers a work assignment to be dangerous to the employee’s health and safety, the employee shall report that condition to their supervisor.

For GSRMC 10/15/18

For SEIU Local 49 10/12/18