

OR TRAINING PROGRAM AGREEMENT

DATE:

PARTIES: Sacred Heart Medical Center

and

Participating Nurse

SUBJECT: To set forth the terms and conditions under which Sacred Heart Medical Center will allow the Nurse to participate in Sacred Heart Medical Center's OR RN Training Program in exchange for the Nurse's agreement to work for Sacred Heart Medical Center for a specified period after the conclusion of the training.

WHEREAS, the Participating Nurse has received a nursing license in the State of Washington and will provide valuable services as an employee; and

WHEREAS, the Participating Nurse desires to participate in Sacred Heart Medical Center's OR RN Training Program for the benefit of the Nurse, which will include a minimum of six months of didactic and clinical training, working full-time as a 1.0 FTE; and

WHEREAS, Sacred Heart Medical Center has agreed to provide the Training Program to the Nurse as an educational opportunity (the cost of which to Sacred Heart Medical Center for the benefit of the Nurse is agreed by the parties to be no more than \$2,400), in consideration of the Nurse's agreeing to participate in the Training Program as set forth in this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Terms.** This agreement will commence on _____, and will terminate on the first to occur of the following:
 - a. Upon the Nurse having worked or having been available to work as at least .5 FTE status hour RN in the Sacred Heart Medical Center Surgery Department for eighteen months following completion of the first six months of the training program;
 - b. The death of the Participating Nurse;
 - c. The prolonged or permanent disability of Participating Nurse;
 - d. Involuntary termination of Participating Nurse; or.
 - e. Individual circumstances that may be beyond the nurse's control will be evaluated on an individual basis and will not be unreasonably denied.

2. The Participating Nurse agrees to complete the Training Program within the timeframe specified and to work at least as a .5 FTE in the Sacred Heart Medical Center Surgery Department for eighteen months from the end date of the first six months of the Training Program. If at any time during that combined period, the Nurse withdraws from participating in the Training Program or Surgery Department work (except for the reasons specified in 1 above), the Nurse will reimburse Sacred Heart Medical Center for the cost of the Training Program in accordance with the language below.

If any of the below occur, Sacred Heart Medical Center will return the Nurse to his/her previous unit (if the Nurse is not a new hire and a position is available), assist the Nurse in finding another vacant position at Sacred Heart Medical Center, or place him/her in the Float Pool (within the nurse's former clinical group) if no other suitable position is available. The Nurse will be returned to a position at the same FTE and shift as he/she had prior to the transfer with no break in hours worked or service. In order to facilitate this change, the Nurse may be required to take a "functional" assignment.

- a. Should either Sacred Heart Medical Center or the Nurse determine this program is not a good fit for the Nurse during the first three months of training, the Nurse will not be expected to reimburse Sacred Heart Medical Center for the training.
- b. If the Participating Nurse determines this program is not a good fit for him/her during the second three months of training, the Nurse will be expected to reimburse Sacred Heart Medical Center \$1,600 of education expenses, unless the Nurse thereafter completes one year of .5 FTE or higher status hours of employment with Sacred Heart Medical Center.. The reimbursement amount will be prorated based on the full months within the one-year period that the Nurse remains thus employed with Sacred Heart Medical Center.
- c. If the Nurse determines this program is not a good fit for him/her after the end date of the first six months of training and before completing eighteen months of work from that end date as a .5 FTE status hours RN or higher in the Sacred Heart Medical Center Surgery Department, the nurse will be expected to reimburse Sacred Heart Medical Center for \$2,400 education expenses. This amount will be prorated based on the full months within the eighteen month period that the Nurse completes this work in the Sacred Heart Medical Center Surgery Department.
- d. If Sacred Heart Medical Center determines that the program is not a good fit for the Nurse during any part of the training program, the nurse will not be expected to reimburse Sacred Heart Medical Center for this training.

3. The Participating Nurse acknowledges that participation in the program is for nurse's benefit. The Nurse will arrange with Sacred Heart Medical Center's Human Resources Department for the payment of the reimbursement amount owed. Failure to make mutually accepted payment arrangements will not in any way release the Nurse from the obligation to pay Sacred Heart Medical Center the remaining reimbursement amount.

- 4.. **Agreement.** The Participating Nurse acknowledges having read and agreeing to the terms and conditions of this agreement. The Participating Nurse understands that this is not an employment agreement between the employee and Sacred Heart Medical Center.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year written above.

SACRED HEART MEDICAL CENTER

BY: _____
 Vice President, Human Resources

Date: _____

BY: _____

Date: _____

PARTICIPATING NURSE:

Date: _____

Name (Print) _____

LETTER OF UNDERSTANDING RE OR RN TRAINING PROGRAM

This letter of understanding is entered into by and between Sacred Heart Medical Center (“SHMC”) and Washington State Nurses Association (“Association”) regarding an OR RN Training Program to train experienced RNs and new graduate RNs as OR nurses.

A. OR RN Training Program

1. SHMC will provide a training program for the benefit of selected nurses designed by the Association of Operating Room Nurses (AORN) to train approximately six to eight nurses at a time. The formal training program will take approximately six months and will be a combination of didactic and precepted clinical time.

2. The guidelines for selection for the program will be as follows:

- a. Previous perioperative services and/or inpatient surgical and/or critical care experience,
- b. Last two years of performance appraisals, if available.
- c. Selections will be determined based on qualifications and seniority as outlined in Article 9.9.2 Inter-Unit Transfers.

3. Nurses selected for this program will sign a contract (as attached) which will obligate them to work in the SHMC Surgery Department for eighteen months from the end date of the first six months of SHMC for \$2,400 of education expenses. This amount will be prorated based on the full months within the eighteen month period that the RN stays in the OR.

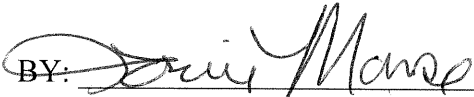
4. Leaving the Program:

If any of the below occur, SHMC will return the nurse to his or her previous unit (if RN is not a new hire and a position is available), assist the nurse in finding another vacant position at SHMC or place the RN in the Float Pool (within his/her formal clinical float group) if no other suitable position is available. The Nurse will be returned to a position at the same FTE and shift as they had prior to the transfer with no break in hours worked or service. In order to facilitate this change, the Nurse may be required to take a “functional” assignment.

- a. Should either SHMC or the nurse determine this program is not a good fit for the RN during the first three months of training, the RN will not be expected to reimburse SHMC for the training.


- b. If the Participating Nurse determines this program is not a good fit for the nurse during the second three months of training, the RN will be expected to reimburse SHMC for \$1,600 of education expenses, unless the RN thereafter completes one year .5FTE or higher status hours of employment with SHMC. The reimbursement amount will be prorated based on the full months within the one-year period that the nurse remains thus employed with SHMC.
 - c. If the Nurse determines this program is not a good fit for him/her after the end date of the first six months of training and before completing eighteen months of work from that end date as a .5 FTE status hours RN or higher in the Sacred Heart Medical Center Surgery Department, the nurse will be expected to reimburse Sacred Heart Medical Center for \$2,400 education expenses. This amount will be prorated based on the full months within the eighteen month period that the Nurse completes this work in the Sacred Heart Medical Center Surgery Department.
 - d.. If SHMC determines that the program is not a good fit for the nurse during any part of the training program, the nurse will not be expected to reimburse SHMC for the training.
5. SHMC may discontinue this training program by giving notice in writing to WSNA.
6. One year following the initial agreement or no later than the completion of two classes, SHMC and WSNA will evaluate this agreement and program.

SACRED HEART MEDICAL CENTER

BY: 

Date: 9/29/08

WASHINGTON STATE
NURSES ASSOCIATION

BY: 

Date: 9-26-08