

Professional Agreement

between

Oregon Nurses Association

and

Samaritan Pacific Health Services, Inc.

Effective July 1, 2012 through June 30, 2014

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Nothing in this Agreement shall serve to reduce benefits enjoyed by nurses employed by the Hospital at the time of signing the Agreement unless such benefits have been reduced by negotiation.

1.1 No Strike. The Employer and the Association realize that a hospital is different in its operation from industries because of its services rendered to the community and for humanitarian reasons, and agree for the duration of this Agreement that neither the Association nor its agents or representatives nor any members of the bargaining unit shall call, authorize, instigate, encourage, condone, sanction or take part in any strike, work stoppage, sympathy strike, slowdown, or picketing (including "informational" picketing).

1.2 No Lockout. There will be no lockout of employees covered by this Agreement by the Employer as a consequence of any labor dispute arising during the period of this Agreement.

2.1 "Nurse" is an individual who is licensed by the State of Oregon as a registered nurse and is employed by Hospital under the terms of this Agreement. A nurse is responsible for assessing, planning, ordering, giving, delegating, teaching, and/or supervising the care of patients, and for seeing the requirements and policies of the Employer are followed. This definition shall not be interpreted as conferring supervisory status upon nurses under applicable labor laws.

2.2 "Regular Nurse" is a nurse who is employed by Hospital on a full-time or part-time basis. Notwithstanding any other provision of this Agreement to the contrary, only regular nurses qualify for any of the benefits under the remaining provisions of this Agreement, except those specifically applicable to per diem or relief employees.

2.3 "Full-Time Nurse" is a nurse who is regularly scheduled to work thirty-two (32) or more hours per week.

2.4 "Part-Time Nurse" is a nurse who is regularly scheduled to work at least twenty 20 hours but less than thirty-two (32) hours per week.

2.5 "Relief Nurse" is a nurse who is regularly scheduled to work less than 20 hours per week.

2.6 "Per Diem Nurse" is a nurse who is not regularly scheduled, but is required to be available to the Hospital for at least three (3) scheduled open shifts per month and one (1) recognized holiday per year.

2.7 "Introductory Period" is defined as the first six (6) months for newly hired experienced nurses, or four hundred eighty-eight (488) hours worked for per diem and relief nurses, whichever is longer. Graduate nurses who are newly hired into a specific internship or mentored program will commence the introductory period upon successful completion of applicable program.

2.8 "Annual Increment" is defined as the step increase awarded to the nurse on the first day of the first month following the completion of an employment year, or sooner as provided under Article 4 of this Agreement.

2.9 "Seniority Date" is the date on which a nurse enters the bargaining unit.

2.9.1 If a nurse has the same seniority date the following methods will be used to break a tie:

1. Seniority within the Department

1 2. Hospital Wide Seniority

2
3 3. Seniority within Samaritan Health Services

4
5 4. Date of the original Oregon RN licensure

6
7 5. Lowest Oregon RN license number.

8
9 2.10 "Hourly Rate of Pay" is the nurse's rate of pay under 4.2, unless otherwise
10 specified in this Agreement.

11
12 2.11 "On Call" is the period during which a nurse is expected to be available to the
13 Hospital.

14
15 2.12 "Charge Nurse" is a nurse designated by the Employer to provide leadership
16 support to a nursing department for one or more shifts, in addition to regular
17 duties as a nurse.

18
19 2.13 "Clinical Coordinator" is a nurse who, within the nurse's department, assists both
20 other staff and the nurse manager in the everyday function of the nursing unit.

21
22 **ARTICLE 3. RECOGNITION**

23 3.1 The Employer recognizes the Association as the sole and exclusive
24 representative for collective bargaining purposes for all nurses employed by the
25 Hospital, excluding supervisors, confidential employees, registered nurses
26 serving in an administrative capacity, nurse practitioners, CRNAs, certified nurse
27 midwives, and registered nurses not working in positions within the definition of
28 2.1 above.

29
30 A newly hired Registered Nurse, after the thirtieth (30th) day following attendance
31 at New Hire Orientation, as a condition of employment, must:

- 32 a. become and remain a member of the Association in good standing
33 (ONA member), or

- 1 b. pay to the Association a fair share amount, as determined by the
2 Association Fair Share payer), or
3
4 c. exercise his/her right of non-membership because of a bona fide
5 religious tenet or teaching of a church or religious body of which the
6 nurse is a member (Religious objector).Registered Nurses must
7 notify the Association in writing of a desire to change membership
8 status. Such a request must be mailed to the attention of the
9 Membership Coordinator at:

10
11 Oregon Nurses Association
12 18765 SW Boones Ferry Road Suite 200
13 Tualatin, OR 97062
14

15 3.2 PAYROLL DEDUCTION: The Hospital agrees to deduct monthly dues and fair
16 share payments in lieu of dues for those nurses who voluntarily authorize such
17 deductions. The Hospital will promptly remit deducted monies monthly to the
18 Association together with a list of nurses from whom deductions were made. In
19 exchange, the Association agrees to save and hold the Hospital harmless from
20 any damages or injuries which might occur through errors and omissions on its
21 part in administering this clause. The Association shall indemnify and hold the
22 Hospital harmless against any and all claims, demands, costs (direct or indirect),
23 suits or other forms of liability which are related in any way to action taken or not
24 taken by the Hospital for the purposes of complying with any of the provisions of
25 this Article.
26

27 3.3 A nurse who objects to payment of dues or payment in lieu of dues to
28 Association based on a religious tenet or teaching against joining or financially
29 supporting labor organizations, shall not be required to join or financially support
30 the Association. However, the nurse, instead of such payments to the
31 Association, will pay sums equal to the Association's 'payment in lieu of dues'
32 amount to a non-religious charity. The nurse will either meet with an Association
33 representative or send a written statement to the Association, to set forth the

nurse's objection(s). Upon request, the nurse will furnish the Employer and the Association with proof of such charitable payment.

3.4 The Hospital will provide the Association during the months of January and July with a list of bargaining unit nurses that includes each nurse's name, employee identification number, address and telephone number on file with the Hospital, FTE status, home unit, shift and level of seniority.

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

3.5 Upon request, the Hospital will provide for up to thirty (30) minutes during new hire nursing orientation for an Association representative, to discuss the Association with new bargaining unit nurses. Professional Development produces the schedule of new hire orientations for a calendar year in January of that year which is available on-line.

3.6 The employer will allow designated union representative paid Union time when representing bargaining unit members at management called investigatory and disciplinary meetings.

ARTICLE 4. COMPENSATION

4.1 Minimum wage rates for all nurses shall be as provided in the wage schedule as it appears below. Nothing in this agreement shall be construed to prohibit the Employer from paying compensation above the minimum specified below or, if such higher compensation is paid, to reduce the compensation to no less than the minimum described in the contract.

4.2 Wage Increases

Effective the first day of the first pay period following July 1, 2012 Registered Nurses covered by this agreement shall receive a wage increase of two percent (2%) on all steps on the existing scale.

Effective the first day of the first pay period following July 1, 2013, the wage scale hourly rate shall be increased two percent (2%) across the board.

Effective 7/2/12			Effective 7/1/13		
Cont Step/Yrs Serv			Cont Step/Yrs Serv		
1=0 yrs	Step 1	\$31.64	1=0 yrs	Step 1	\$32.27
2=1 yr	Step 2	\$32.59	2=1 yr	Step 2	\$33.24
3=2 yrs	Step 3	\$33.57	3=2 yrs	Step 3	\$34.24
4=3 yrs	Step 4	\$34.58	4=3 yrs	Step 4	\$35.27
5=4 yrs	Step 5	\$35.61	5=4 yrs	Step 5	\$36.33
6=5 yrs	Step 6	\$36.68	6=5 yrs	Step 6	\$37.42
7=6 yrs	Step 7	\$37.78	7=6 yrs	Step 7	\$38.54
8=7 yrs	Step 8	\$38.92	8=7 yrs	Step 8	\$39.69
11=10 yrs	Step 9	\$40.47	11=10 yrs	Step 9	\$41.28
14=13 yrs	Step 10	\$42.09	14=13 yrs	Step 10	\$42.93
17=16 yrs	Step 11	\$43.77	17=16 yrs	Step 11	\$44.65
20=19 yrs	Step 12	\$45.53	20=19 yrs	Step 12	\$46.44
25=24 yrs	Step 13	\$47.35	25=24 yrs	Step 13	\$48.29
30=29 yrs	Step 14	\$48.77	30=29 yrs	Step 14	\$49.74

4.2.1 Relief and per diem nurses shall be paid a premium, in addition to the rates shown above, of fifteen percent (15%) in lieu of fringe benefits. Per diem and relief nurses shall remain eligible for all premiums, however, as any other nurse.

4.2.2 Step Placement:

4.2.2.1 Start is the starting rate, except as provided in 4.2.2.8. Steps 1 through 8 shall be the rate after one year at the immediately preceding step, as further clarified in 4.2.2.6 and 4.2.2.7.

4.2.2.2 A nurse will qualify for movement to Step 11 after spending no less than three (3) years at Step 8 and provided such nurse has worked no less than 3300 hours for the Hospital at Step 8.

4.2.2.3 A nurse will qualify for movement to Step 14 after spending no less than three (3) years at Step 11 and provided such nurse has worked no less than 3300 hours for the Hospital at Step 11.

1 4.2.2.4 A nurse will qualify for movement to Step 17 after spending no
2 less than three (3) years at Step 14 and provided such nurse has
3 worked no less than 3300 hours for the Hospital at Step 14.
4

5 4.2.2.5 A nurse will qualify for movement to Step 20 after spending no
6 less than three (3) years at Step 17 and provided such nurse has
7 worked no less than 3300 hours for the Hospital at Step 17.
8

9 4.2.2.6 A nurse will qualify for movement to Step 25 after spending no
10 less than five (5) years and provided such nurse has worked no
11 less than 5500 hours at Step 20, except as set forth in Section
12 4.2.2.8 below.
13

14 4.2.2.7 A nurse will qualify for movement to Step 30 after spending no
15 less than five (5) years and provided such nurse has worked no
16 less than 5500 hours at Step 25, except as set forth in Section
17 4.2.2.8 below.
18

19 4.2.2.8 Nurses shall be granted a step increase, as described above, on
20 their anniversary date of employment, provided the nurse's
21 performance is satisfactory by meeting or exceeding performance
22 standards and provided further that the remaining provisions of
23 this section are met. This annual movement to Steps 1 through 8
24 shall be provided only if the nurse has completed 1,100 hours
25 since the nurse's last anniversary date. If on the nurse's
26 anniversary date, the nurse has not met the 1,100 hour
27 requirement, advancement to the next such step shall not occur
28 until the payroll period immediately following the nurse's
29 completion of the 1,100 hour requirement.
30

31 4.2.2.9 Eligible hours under all steps of the salary range shall be defined
32 to include all time worked, all sick leave bank hours paid by the
33 Hospital, all paid holiday hours, all PTO paid by the Hospital, or
34 any scheduled hours that were not worked as a result of

mandatory absence time off. Eligible hours under this provision do not include regular on-call hours.

4.2.2.10 New nurses shall be hired at the most appropriate step on the wage scale, based on previous acute care hospital experience or, for home health/hospice hires, experience of a similar nature. Other RN experience will be credited on a 2:1 ratio. The newly hired nurse will be placed on the SPCH scale at the step corresponding to the years of experience as described above, except that no nurse shall be placed above Step 17.

4.2.4 Nurses transferring into the SPCH ONA Bargaining Unit from other SHS employment shall be handled in accordance with the SHS Transfer Policy.

PREMIUMS

4.3 Scheduled Stand-By/On-Call Taken Above Regularly Scheduled Hours:

Effective January 1, 2009 on-call will be paid at the rate of four dollars (\$4.00) per hour. The on-call rate in the preceding sentence will be changed to \$4.50 per hour for full-time and part-time nurses in OR, PACU, ER, and Home Health for scheduled standby/on-call hours in excess of 40 hours of scheduled standby/on-call in a pay period. Time actually worked when called in while on scheduled standby, beginning when the called-in nurse arrives for work, shall be paid at one and one-half (1½) times the nurse's regular straight time hourly rate of pay, in addition to any differentials that may apply pursuant to other provisions of this Agreement, for a minimum of three (3) hours. The nurse and the Hospital may agree that the nurse is released from any part of the call-in without minimum pay.

4.3.1 Home Health nurses who are on-call shall receive their regular straight-time hourly rate of pay for telephone consultation to, or on behalf of, clients. Such compensation shall be recorded in fifteen (15) minute increments. The three (3) hour minimum will not apply.

4.3.2 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

nurses will be paid at one-half times (1 ½) times the on call rate 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.

4.4 Stand-By/On-Call for Mandatory Absence Shift: On-call will be paid at the rate of four dollars (\$4.00) per hour. Time actually worked when called back to work while on standby for a mandatory absence shift, beginning when the called-in nurse arrives for work, shall be paid at one and one-half (1½) times the nurse's regular straight-time hourly rate of pay, in addition to any differentials that may apply pursuant to other provisions of this Agreement, for a minimum of three (3) hours.

4.4.1 The call-in pay (1½ times) does not apply if the nurse is called in to work at least one and one-half (1½) hours prior to the beginning of the nurse's stated on-call time. In such case, however, the nurse shall be paid a minimum of two (2) hours at straight time.

4.4.2 A nurse may be placed on-call and given a delayed start time. A nurse who is given such a delayed start may be called back prior to the established delayed start time. Such nurse shall be paid the time and one-half (1½) call-back rate for the period of time beginning with the nurse's arrival for work on the call-back and ending with the previously established delayed start time, provided that the nurse will receive at least the minimum three (3) hours at the time and one-half (1½) rate. No nurse would be required to work beyond the regular ending time of their shift without mutual agreement.

4.5 Shift Differential:

4.5.1 Evening shift differential will be paid at the rate of \$1.75 per evening shift hour worked. Evening shift differential will be paid at the rate of \$1.90 per hour.

4.5.2 A night shift differential will be paid at the rate of \$4.25 per hour.

4.5.3 Shift differentials described above shall be paid on any hours worked, including call-back, after 3:00 p.m. and before 7:00 a.m. There shall be no shift differential paid for any time worked between 7:00 a.m. and 3:00 p.m. There shall be no shift differential for Home Health, Outpatient Treatment Center, Cardiac Rehab and any other 8-hour day shift nurse. Evening shift hours shall be between 3:00 p.m. and 11:00 p.m. Night shift hours shall be between 11:00 p.m. and 7:00 a.m.

4.5.4 A weekend shift differential will be paid at the rate of \$1.50 per weekend shift hour worked.

4.6 Preceptor Differential: A staff nurse who has met the eligibility requirements, received the additional training to act as a preceptor and who is assigned the duty, will receive a differential of one dollar (\$1.00) per hour for hours spent acting as a preceptor. Eligibility requirements are specified in the SHS Professional Development Policy "Preceptor Criteria/Guidelines." Nurses who act as preceptors will receive feedback on their annual performance appraisal related to such duties.

4.7 Acting House Supervisor: Any nurse designated to be an "acting house supervisor" by the Hospital shall receive a premium of \$3.00 per hour when working in this capacity.

4.8 Charge Nurse: Any nurse designated to be a Charge Nurse by the appropriate administrative person (or delegate) shall receive a differential of \$1.50 per hour for those hours worked in the Charge Nurse capacity.

4.9 Clinical Coordinator, and RNFA (RN First Assist): Any nurse designated to be a Clinical Coordinator, or RNFA (RN First Assist) by the appropriate administrative person (or delegate) shall receive a differential of \$3.00 per hour for those hours worked in the Clinical Coordinator, or RNFA (RN First Assist) capacity.

4.10 Home Health Case Manager: A nurse who is designated a Home Health Case Manager by the appropriate administrative person (or delegate) shall receive a

differential of \$2.50 per hour for those hours worked as a Case Manager.

4.11 Certification Premium: A certification premium of \$1.50 per hour worked shall be paid to those nurses who have achieved a national certification in nursing which is applicable to a specific unit or department for which they are assigned. In order to acquire such premium, the nurse covered by this Agreement must make a written application to the nursing unit/department manager and provide appropriate documentation regarding the certification for which the premium pay is requested. The unit/department manager shall approve all such certification premium requests, renewable at expiration with written proof of re-certification. A nurse may apply only one premium to each nursing unit/department. Such information must be forwarded to Human Resources.

4.12 Extra Duty:

Regular nurses whose worked hours exceed 0.7 FTE per designated pay periods (including Mandatory Absence time and approved paid education leave) will receive time and one-half (1 ½) the regular rate of pay when one or more of the following conditions are met:

4.12.1 The nurse signs up for open shifts at the Hospital's request; or

4.12.2 The nurse is requested by the Hospital and mutually agree(s) to work an additional shift in his/her unit. This does not preclude the Hospital from requesting the nurse to float to another unit.

4.12.3 A weekend is as defined in 5.4.1.

4.12.4 In the event there is less work available than expected, the:

4.12.4.1 Nurse will be offered a minimum of three (3) hours of work at the appropriate rate of pay (including extra duty premium pay), or the nurse and the Hospital may agree that the nurse is released from any part of the extra duty without extra duty or minimum pay; or

1 4.12.4.2 Hospital may cancel a nurse who is scheduled to work an extra
2 shift with at least one and one-half (1½) hour's advance notice
3 without the minimum pay penalty.
4

5 4.12.5 OR and PACU on-call hours worked are not eligible for extra duty pay,
6 unless such hours are in excess of the nurse's regularly scheduled on-call
7 hours.
8

9 4.12.6 If a nurse is requested by another nurse to cover the second nurse's
10 regular scheduled shift, extra duty pay will not apply. Approval by the
11 manager is required for such a trade.
12

13 4.12.7 This extra duty premium may not be pyramided so as to create an hourly
14 rate of more than time and one-half plus one appropriate extra duty
15 premium.
16

17 4.12.8 Twice a year, in March and September, the Hospital will review the
18 average number of hours worked by each nurse. Nurses who consistently
19 work above their FTE may have their FTE designation altered
20 appropriately.
21

22 4.13 Home Health/Hospice Telephone Subsidy:

23 The hospital will provide a monthly subsidy to support personal cell phones used
24 by Home Health/Hospice nurses. Full time (32 to 40 hours per week) Home
25 Health/Hospice nurses will receive \$50.00 and part time (20 to 31 hours per
26 week) Hospice nurses will receive \$35.00. In event that the Hospital identifies
27 comparable, more cost effective alternative means or technologies or is able to
28 negotiate more favorable terms with a service provider, the Hospital may reduce
29 the reimbursement level. The Hospital will provide thirty (30) days notice of any
30 such change.
31

32 4.14 Home Health/Hospice Reimbursable Miles: reimbursable mileage means all
33 mileage driven on duty each day, less the distance to and from the nurse's home
34 to the base office when check-in or check-out is required. When the nurse is not

required to check-in or check-out from the base office, the nurse shall be reimbursed from the first visit.

ARTICLE 5. HOURS OF WORK

5.1 The basic work day shall be eight (8) hours, ten (10) hours or twelve (12) hours, excluding a one-half (1/2) hour unpaid meal period and a 15-minute paid rest period for every four (4) hours of the work day. Different durations of a nurse's basic work day may be established by agreement between the nurse, the Association, and the Hospital.

5.1.1 The Employer and each nurse are jointly responsible for arranging meal and rest periods as herein provided; however, it is recognized that at times interruptions cannot be avoided. If the meal or rest period is interrupted, the nurse shall be entitled to time off in the same day equivalent to the interrupted period to be arranged at a time that is mutually agreeable to the nurse and the Employer. Charge nurses shall facilitate or relieve for breaks and meals.

5.1.2 If circumstances require a nurse to work through a lunch period, the full period shall be considered as time worked unless the lunch break is granted later in that shift.

5.1.3 Access to food shall be available on all three shifts. The parties will work together to improve the quality of the food offered on night shift.

5.2 The basic work period shall be forty (40) hours in a seven (7) day designated work week or, by mutual consent of the nurse and the Hospital with prior written notification to the Association, eighty (80) hours in a fourteen (14) day designated pay period for those nurses working eight hour shifts.

5.3 Regular nurses shall normally be scheduled to receive every other weekend off, unless a nurse and the Hospital agree to a different schedule.

5.3.1 A weekend shall be defined as the calendar days Saturday and Sunday. For night shift, Saturday-Sunday shall begin at 2245 on Friday/Saturday.

1 5.4 Overtime is defined as work in excess of the nurse's scheduled or expected work
2 day (but not less than eight (8) hours of work). All overtime shall be properly
3 authorized. Overtime shall be paid at the rate of one and one-half (1 1/2) times
4 the nurse's regular hourly rate.

5 5.4.1 Nurses employed in OR or PACU shall be paid time and one-half (1 1/2)
6 their regular hourly rate of pay for any work performed between 6:00 p.m.
7 and 6:00 a.m., and on weekends.
8

9 5.5 Four week work schedules for nurses shall be prepared pursuant to the following
10 process:

11 5.5.1 Not less than five (5) weeks prior to the start date of the schedule, an
12 initial draft of the schedule for each nursing department shall be posted.
13

14 5.5.2 During the first seven (7) calendar days following the posting of the initial
15 draft schedule, nurses shall submit their availability in writing or
16 electronically for required (per diem nurses) or extra (all nurses) shifts.
17 The order in which shifts will be granted is as follows:
18

19 5.5.2 Per diem nurses are required and will be assigned to three (3) shifts if
20 available per month and may elect to sign up for a fourth (4th) shift if more
21 shifts are available. At least one of these shifts shall be a weekend or a
22 night shift, if available. Per diem nurses who sign up under this section
23 may utilize their seniority for purposes of selecting their shifts.
24

25 5.5.3 Regular and relief nurses who have submitted their availability in writing or
26 electronically for extra duty shifts will be assigned to such available shifts
27 on an equitable basis beginning with the most senior nurse.
28

29 5.5.4 The final schedule for the department will be published fourteen (14)
30 calendar days before the date the schedule becomes effective.
31

32 5.5.5 Published schedules, barring an emergency, shall only be changed by
33 mutual agreement of the Hospital and the nurse. If the Hospital has no
34 reasonable alternative to achieve needed staffing, the Hospital may

1 require a nurse to work a revised schedule provided that such additions
2 may not exceed the nurse's regular FTE. Such changes in the schedule
3 shall be made among the nurses on a rotating basis to the fullest extent
4 possible.

5
6 5.6 Mandatory Absence (MA) is defined as low census situations requiring less staff
7 than originally scheduled for the shift. A nurse who is mandatory absence from
8 a shift will receive PTO accruals as though the nurse worked the scheduled shift.

9 5.6.1 Among the nurses on the shift in the unit/department, nurses who
10 volunteer at least four (4) hours before the shift start time to be mandatory
11 absence will be considered for mandatory absence in order of their
12 seniority. Otherwise, volunteers will be mandatory absence on a first-
13 come, first-served basis. Any assignment of mandatory absence time to
14 nurses under this provision will be conditional on Hospital determination
15 that the remaining nurses can perform the mandatory absence nurses'
16 responsibilities.

17
18 5.6.2 Per diem nurses scheduled in a department shall be mandatory absence
19 prior to regular or relief nurses being involuntarily mandatory absence
20

21 5.6.3 Mandatory Absence will be allocated on a rotational basis within units.
22

23 5.6.4 When a nurse will not be needed from the beginning of the nurse's shift,
24 the Hospital will make an attempt to notify the nurse at least one and one-
25 half (1½) hours prior to the nurse's scheduled shift and will simultaneously
26 document the attempt. If the Hospital does not attempt to notify the nurse
27 at least one and one-half (1½) hours prior to the nurse's scheduled start
28 time, and the nurse appears on time ready to work but is mandatory
29 absence for the entire shift, the nurse will be paid four (4) hours' pay.
30

31 5.6.5 When a nurse is mandatory absence on a scheduled day, the Hospital
32 may require the nurse to go on-call for his/her scheduled shift at the
33 appropriate on-call rate of pay. If the Hospital does not place a mandatory
34 absence nurse on-call, the nurse shall not be paid on-call pay and is

1 relieved of any further work responsibility.

2
3 5.6.6 A mandatory absence nurse who is "on-call" is considered on call for
4 his/her department and then on call for other departments to which the
5 nurse has been previously oriented. OR and PACU nurses who are
6 mandatory absence from a regularly scheduled shift and placed on call
7 for surgeries shall not be called back to the hospital to take a patient
8 assignment. However, if such nurse is called back for a procedure whose
9 length does not exceed the minimum call back hours guarantee, the
10 nurse may be assigned to suitable work for the remainder of the call back
11 minimum period.

12
13 5.7 Nurses receiving on-call pay will remain accessible to the Employer by telephone
14 or pager and able to arrive for work in the time determined for the nursing unit or
15 department, but not to exceed thirty (30) minutes of being called, unless a
16 different time frame is agreed to by the nurse and the Hospital due to the
17 distance between the nurse's home and the Hospital. Call back pay begins when
18 the nurse arrives for work.

19
20 5.8 When unplanned absences in the work force, high census, or high acuity
21 mandate a need for an increased staff, off duty nurses who are qualified and
22 oriented for the duties to be performed shall be recalled to work in the following
23 order, however the Hospital is under no obligation to use overtime nurses, if
24 nurses are available to work at straight time. No nurse will be paid for hours not
25 worked in conjunction with the assignment or extra work.

26 a. On-call nurses or mandatory absence on-call nurses for their department.

27
28 b. Nurses who have been mandatory absence from any department.

29
30 c. Per diem nurses, in order of seniority.

31
32 d. Regular and relief nurses who have made themselves available for the
33 shift. Calls will be made in rotation. The first nurse who agrees to come in
34 will be awarded the shift.

e. Regular and relief nurses who have not made themselves available for the shift. Calls will be made in rotation. The first nurse who agrees to come in will be awarded the shift.

f. On-call nurses, if on-call for a specific department and not needed in that department, will be expected to be available to work in another department to which the nurse has been previously oriented, so long as they are not given an assignment which would delay their ability to respond to a need in their department. Refresher orientation will be provided on an as needed basis.

5.9 Nurses not assigned to on-call status shall be guaranteed a minimum of two (2) hours pay when called in by a supervisor. The nurse may leave before completing two (2) hours of work, with the approval of the Hospital, if the nurse waives the minimum hour requirement. No minimum hour requirement shall apply for staff meetings, classes/seminars, mandatory education or disaster drills.

5.10 When a nurse must attend a mandatory meeting, such time will be considered as work time.

5.11 Time and one-half (1 ½) payments shall not be duplicated or permitted for the same hours worked or paid for under any of the terms of this Agreement and to the extent hours are compensated for at time and one-half (1 ½) under one provision of this Agreement, they shall not again be counted as hours worked under the same or any other provision of this Agreement.

5.12 Nurses will not be regularly scheduled to work different shifts unless the nurse agrees to do so in writing.

ARTICLE 6. HOSPITAL RIGHTS

6.1 The Hospital shall have the right to discipline and terminate the employment of nurses for just cause. Except to the extent specifically and expressly limited by a provision of this Agreement, the Hospital shall also have the exclusive right to

1 operate and manage the Hospital and all parts of it, including, but not limited to,
2 at any time hiring (regular, relief, "per diem," and temporary and contract
3 (including "agency" or "traveler") nurses to fill any open position, laying off for
4 lack of work, assigning, establishing standards, and generally performing and
5 directing the performance of all tasks and operations necessary in the operation
6 of the Hospital to effectively, efficiently and economically operate its facilities as a
7 health care provider.

- 8
- 9 6.2 All rights heretofore exercised by the Hospital or inherent in the Hospital and not
10 expressly contracted away by a specific provision of this Agreement, are solely
11 retained by the Hospital. The failure of the Hospital to exercise any function, power,
12 or right reserved or retained by it, shall not be deemed a waiver of the right of the
13 Hospital to exercise such power, function, authority, or right, so long as it does not
14 conflict with an express provision of this Agreement.

15

16 **ARTICLE 7. EMPLOYMENT STATUS**

- 17 7.1 All nurses are hired for an introductory period following their date of hire. During
18 this time, the nurse may terminate or be terminated with or without cause and with
19 or without notice or receiving accumulated benefits. The introductory period shall
20 be defined as the first six months for all nurses, or four hundred eighty-eight hours
21 worked for per-diem and relief nurses whichever is longer.

- 22
- 23 7.2 All regular nurses shall give Hospital not less than ten (10) working days written
24 notice of the nurse's intent to terminate employment. Failure to do so forfeits the
25 nurse's right to accumulated PTO for the number of working days, up to ten (10),
26 that were not covered by the nurse's advance written notice to the Hospital. PTO
27 cannot be used in place of such notice.

- 28
- 29 7.3 Employer shall give a regular nurse ten (10) working days written notice of its intent
30 to terminate the nurse's employment, or, if less notice shall be given, then the
31 difference between ten (10) working days and the number of working days of
32 advance notice shall be paid to the nurse at his/her hourly rate of pay; provided,
33 however, that no such advance notice or pay in lieu thereof shall be required for

nurses who are discharged for conduct or Hospital rules violations which amount to just cause.

7.4 Upon termination of employment, the nurse may have an exit interview conducted by the Director of Human Resources.

7.5 A nurse who has completed the introductory period who feels s/he has been suspended, disciplined, or terminated without just cause, may present a grievance for consideration under the grievance procedure.

7.6 The Hospital shall advise a nurse in advance if it believes that information obtained at an investigatory meeting is likely to result in discipline of the nurse.

7.7 The Employer shall notify the Association by telephone or in writing within seven (7) calendar days, excluding weekends and holidays, after a suspension or discharge; unless the nurse signs a waiver relieving the Hospital of the notification obligation and relieves the Association of the responsibility for acting on the notification.

ARTICLE 8. HEALTH AND WELFARE

8.1 Employment of a nurse will be subject to passing required drug and TB screening tests. Newly employed nurses will be offered lipid panel, glucose, ALT (SGOT), GTT, AST, CBC and UA laboratory studies at Hospital expense.

8.2 Hospital agrees to provide annually, at Hospital expense, tests, including but not limited to, CBC, lipid panel, glucose, ALT (SGOT), GGT, and UA laboratory studies. TB test in accordance with CDC guidelines.

8.3 The Hospital will offer eligible full- and part-time nurses covered by this Agreement the opportunity to participate in the Samaritan Choice Plans (including medical, vision, and dental insurance coverage) or substantially comparable plans in accordance with the terms of such plans and share of premium costs as offered to the majority of nonunion-represented Hospital employees.

For nurses hired on or before October 31, 2010 the nurse's share of the premium cost shall be deducted from the nurse's pay each month in which coverage is elected in accordance with the Hospital's payroll practices applicable to the majority of the Hospital's employees outside the bargaining unit. In 2012 the nurse's contribution to premium costs shall not increase more than twelve percent (12%) over contributions paid in 2011. In 2013 the nurse's contribution to premium costs shall not increase more than twelve percent (12%) over contributions paid in 2012.

a. For nurses hired on or after November 1, 2010 employee contribution rates for the medical and dental insurance will be according to the following percentages of the total cost of the premium as reflected in Appendix B.

FTE	0.9-1.0	0.8	0.7	0.6	0.5
Employee	0.0%	0.0%	25%	25%	25%
Employee/Spouse	15.0%	18.75%	25%	25%	25%
Employee/Child	15.0%	18.75%	25%	25%	25%
Family	15.0%	18.75%	25%	25%	25%

8.4 Nurses shall be covered by State Workers' Compensation Insurance or equivalent coverage shall be provided by Hospital.

8.5 The Hospital reserves the right to obtain substantially comparable health and welfare and dental insurance coverage through another carrier by first notifying the Association, in writing, thirty (30) calendar days prior to the date of putting into effect such new plan.

Nurses may opt out of the medical/pharmacy benefits with proof of other insurance. Such proof must be provided annually. Opt out employee's will receive an amount designated by the Employer.

8.6 The Hospital's obligation to make contributions to the health and welfare and dental plans which are incorporated into this Agreement are not an automatic

commitment by the Hospital to continue to agree to make such programs available in future contracts.

8.7 The Hospital will offer eligible nurses covered by this Agreement the opportunity to participate in the Samaritan Health Services short- and long-term disability insurance-plans, life and accidental death and dismemberment insurance plans, voluntary life insurance plan, and Section 125 plan, or substantially comparable plans as offered to the majority of Hospital employees not covered by this Agreement in accordance with the terms of the respective plans.

8.8 The Hospital's existing Substance Abuse in the Workplace Policy will apply to all bargaining unit nurses.

8.9 Two representatives from the ONA Bargaining Unit may participate in a health care advisory group.

ARTICLE 9. PAID TIME OFF (PTO)

9.1 The Hospital shall provide a program of earned time off, for regular nurses, which can be used to meet the nurses' needs or desires for paid time off from work. The Paid Time Off program is a consolidation of, and in lieu of, sick leave, paid holidays, and vacation leave.

9.2 For time off other than for in illness, a nurse must submit a request to the immediate supervisor as far in advance as possible. The nurse must have sufficient accrued PTO to actually request time off. Scheduled PTO may be rescinded at any point if sufficient PTO cannot be accrued to cover the requested absence. Once scheduled, the Hospital may not rescind PTO if sufficient PTO accrual exists to cover the requested time off.

A nurse may request PTO prior to the posting of the schedule but not more than six (6) months prior to the date when the schedule covering such time off is to be posted. Requests for PTO shall be considered on a first-come-first-served basis. If two or more requests are submitted on the same date for the same time off and granting both of them would result in critical staffing shortage, the senior nurse will

1 be given the time off. The staff member shall be notified of approval or denial within
2 two weeks of the submission of a request. All requests shall be made in writing or
3 electronically. Requests will not be unreasonably denied. Seniority preference may
4 be exercised only once every other year.

5
6 PTO which would occur during the pay period(s) containing Spring Break,
7 Thanksgiving, Christmas, Christmas Eve and New Year's will be arranged
8 according to departmental staffing practices. Requests for these time periods will
9 be granted by the manager on a rotational basis. Nurses will be notified no later
10 than ten (10) weeks prior to the above mentioned holidays.

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

14
15 9.2.1 Once a schedule has been posted under 5.5.1, or if a PTO request exceeds
16 the unit quota and a nurse wants PTO time off in that schedule period, a
17 request for the time off will be considered only if the nurse has arranged for
18 a qualified replacement at the straight-time rate of pay.

19
20 9.3 For time off due to illness, a nurse must notify the immediate supervisor as soon as
21 possible of the illness and the need for time off. If the illness extends beyond one
22 day, daily calls must be made to keep the supervisor informed.

23
24 9.4 Nurses must indicate on the time sheet the number of PTO hours for which
25 payment is requested. The combined total of hours worked and PTO hours cannot
26 exceed the nurse's normal working time in any given pay period, except for
27 authorized overtime.

28 9.4.1 Nurses have the option of taking a day off without pay instead of using PTO
29 when the nurse is released from work under the following conditions:

30 9.4.1.1 Mandatory Absence

31
32 9.4.1.2 When a department is closed or staff is reduced on a holiday

33
34 9.4.1.3 During military leave

9.4.1.4 For contract negotiations

9.5 Accrual: A regular nurse hired on or before October 31, 2010 will accrue PTO from the nurse's date of employment as a regular nurse at the following rate:

Months of Service	Accrual Rate	Appx Ann Accrual
1 st through 48 th	.1077 hours per Compensable hour	28
49 th through 108 th	.1269 hours per Compensable hour	33
109 th & each month of Service thereafter	.1462 hours per Compensable hour	38

Effective November 1, 2010, a regular nurse hired on or after November 1, 2010 will accrue PTO from the nurse's date of employment as a regular nurse at the following rate:

Months of Service	Accrual Rate	Appx Ann Accrual
1 st through 48 th	.0962 hours per Compensable hour	25
49 th through 108 th	.1154 hours per Compensable hour	30
109 th & each month of Service thereafter	.135 hours per Compensable hour	35

9.5.1 An hour, as used above, means an hour worked or paid by the Hospital at the nurse's straight-time hourly rate or higher.

9.5.2 Maximum Accrual: A nurse may accrue up to 550 hours in the nurse's PTO bank. When the maximum number of hours is reached, the nurse must either cash out a portion of hours in the bank or take leave for the same amount. A nurse will not accrue additional PTO on hours that are cashed out. If the nurse does not request leave, any leave in excess of the 550 hours will not accrue.

- 1 9.6 Cash Out of PTO Hours: Nurses may request a cash-out of available PTO, in
2 accordance with SHS policy, annually and no later than November 30 of each year.
3 Nurses may elect cash out amounts for any of the designated dates in the
4 subsequent year.
- 5 9.6.1 There is no limit, either minimum or maximum, on the number of hours that
6 may be cashed out. However, a minimum of forty (40) hours must be
7 retained in the nurse's PTO bank when requesting a PTO cash out of hours.
8
- 9 9.7 Holidays: No PTO time will be paid for holiday hours that are worked.
10
- 11 9.8 Previously existing accrued sick leave has been transferred to a sick leave bank.
12 Nurses may opt to convert any amount of their sick leave bank to PTO at a 3:1
13 ratio. This conversion will be offered every three (3) years until the sick leave
14 banks are exhausted.
- 15 9.8.1 Use of Sick Leave Bank: A nurse absent due to illness/injury shall use the
16 nurse's PTO for the first two (2) days of absence, after which the nurse may
17 access the nurse's sick leave bank. Otherwise, nurses shall use PTO for all
18 illness, etc. There will be no accrual into sick leave banks.
19
- 20 9.8.2 If a nurse is absent due to admission to a hospital, including a day surgery
21 unit, as an inpatient or outpatient, he/she shall be able to access the sick
22 leave bank immediately.
23
- 24 9.9 Retirement: At full retirement, defined as leaving Hospital employment and
25 simultaneously obtaining social security benefits, any time left in a nurse's sick
26 leave bank may be cashed out at a 2:1 ratio. PTO will be cashed out at a 1:1 ratio.
27
- 28 9.10 Accrued PTO will be noted on the nurse's paycheck. It is understood that such
29 notation is subject to verification and that, in case of a discrepancy between the
30 notation and the actual accumulation, the latter will control.
31
- 32 9.11 There is no waiting period for the use of PTO. However, nurses may not have a
33 negative balance in their PTO account.

1 **ARTICLE 10. HOLIDAYS**

2 10.1 The following eight (8) legal holidays will be recognized by the Hospital: New Year's
3 Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day,
4 December 24, and Christmas Day.

5 10.1.1 The New Year's holiday shall be calculated from 1500 hours New Year's
6 Eve to 1500 hours New Year's Day.
7

8 10.2 Nurses required to work on a recognized holiday shall receive one and one-half (1
9 1/2) times the hourly rate of pay for all hours worked. In the event a nurse is called
10 back to work on Thanksgiving Day, Christmas Day, or New Year's Day, the nurse
11 shall be paid two times the regular hourly rate of pay for all time worked on that day.
12

13 10.3 A nurse who works an extra shift on a recognized holiday shall receive two and
14 one-half (2 1/2) times the hourly rate of pay for all hours worked. Trades will be
15 exempt.
16

17 **ARTICLE 11. PROFESSIONAL DEVELOPMENT**

18 11.1 The Hospital agrees to establish a continuing education reimbursement program for
19 all nurses covered by this Agreement. This program shall apply as follows:

20 11.1.1 The period for calculation of professional development shall be the calendar
21 year (the "calculation period"). Each nurse under this Agreement shall be
22 afforded the opportunity for reimbursement of course registration and
23 materials, travel, meals and lodging expenses which are directly associated
24 with such educational leave. Such reimbursement shall be determined by
25 the department manager whose decision shall be final, provided, however,
26 that such decision shall not be arbitrary or capricious. These educational
27 days shall be distributed by the appropriate department head in as equitable
28 a manner as possible. In the event of a dispute concerning the distribution
29 of such days, the decision of the Nurse Executive shall be final, provided,
30 however, that such decision shall not be arbitrary or capricious.
31

32 11.1.2 If a nurse is scheduled to attend a class required by the Hospital, and the
33 hours of the class coincide with a regularly scheduled shift or per hospital
34 management, the class hours interfere with the nurse's schedule in such a

1 way that such attendance causes the nurse to miss a portion of the regularly
2 scheduled shift, the Hospital may offer the nurse additional reasonable work
3 hours adjacent to the hours of the class, or be paid for the portion of the shift
4 missed up to four (4) hours for each educational day. Any hours paid but not
5 worked under this provision will be paid at the nurse's regular rate of pay
6 without premiums or differentials, and will not count toward the overtime pay
7 calculation.

8
9 11.1.3 Relief and per diem nurses who actually work 832 hours or more in the
10 preceding twelve (12) months shall be entitled to receive up to \$200.00 per
11 calculation period as reimbursement for the expenses associated with an
12 educational leave. Part-time nurses shall be entitled to receive up to
13 \$300.00 per calculation period as reimbursement for the expenses
14 associated with such educational leave, and such nurses may also be
15 granted up to thirty-two (32) hours paid educational leave per calculation
16 period to attend programs approved by nursing administration. Full-time
17 nurses shall be entitled to receive up to \$350.00 per calculation period as
18 reimbursement for the expenses associated with such educational leave,
19 and such nurses may also be granted up to forty (40) hours paid educational
20 leave per calculation period to attend programs approved by nursing
21 administration. A nurse who was regularly scheduled to work 32 to 35 hours
22 per week on the date of this Agreement's ratification will be considered a full-
23 time nurse for the purposes of this section, except that this sentence will not
24 apply if the nurse thereafter changes FTE status. In all cases, approval for
25 attendance at an educational program must be obtained in writing in
26 advance of the date the actual educational leave occurs, and no retroactive
27 applications will be granted by the Employer. The nurse shall be available to
28 share the information learned with staff.

29
30 11.1.4 During a calculation period, the total amount available for reimbursement of
31 these expenses for nurses shall not exceed \$18,500 . Prior to the end of the
32 calculation period, the Nursing Practice Committee may approve additional
33 funds to nurses who so request, if there are excess funds available.

11.2 Orientation

11.2.1 Each newly employed nurse shall be provided with an individualized and specific orientation to the Hospital and to the department for which the nurse was hired. The orientation program will be maintained with the assistance of the Nursing Practice Committee. During orientation, the nurse will not be counted in the acuity/staffing for that unit until the nurse is deemed competent to perform regular staff duties. Progress of newly employed nurses shall be regularly reviewed with the nurse during the orientation period. An evaluation of the orientation period will be reviewed with the nurse after completion of the orientation period.

11.3 In-service Education. The Hospital shall maintain an in-service education program.

It shall seek to schedule programs at different days/times during the year. Mandatory in-services shall be offered at a variety of times convenient for regular shifts and the nurse will be paid for attendance. Mandatory in-service notices will be posted with as much advance notice as is practicable. If mandatory meetings fall only on a scheduled workday, the Hospital will either arrange for work coverage or arrange an alternate method for the information to be conveyed.

11.4 On Line Learning. Continuing education days may be used for independent on line learning approved by the manager. One hour of paid education leave will be granted for each CEU hour successfully completed and documented. On line learning may occur during work hours if approved by the manager/supervisor. In such circumstance, the nurse must transfer time to Education/in-service/workshop. On line CEUs may not be done in conjunction with worked time to create an overtime situation.

ARTICLE 12. FLOATING

12.1 Regular and per diem nurses may be floated from their core unit under the following conditions and within the applicable contractual provisions.

12.1.1 A nurse will only be required to float if, in the Hospital's view, the nurse's core unit is adequately staffed without that nurse. The Hospital will make every effort to place scheduled nurses into productive activity in lieu of placing them on mandatory absence or mandatory absence on-call.

12.1.2 The Hospital will have a back-up staffing plan for low census units should the low census unit's activity increase.

12.1.3 Given due consideration to the required skills, regular and per diem nurses on each unit may decide, by seniority or rotation, how the nurses will be selected to float.

12.1.4 In order to be floated, a nurse must have been oriented or cross-trained, as defined below and in the body of the contract.

12.1.5 Nurse Float Levels will be established by mutual agreement between the affected nurse and nursing management. If agreement cannot be reached, the issue shall be referred to the Nursing Practice Committee for resolution.

a. Nurse Float Level 1: The nurse is fully oriented and cross-trained to the alternate unit and is able to function as a primary nurse on that unit (can take patient assignment).

b. Nurse Float Level 2: The nurse is oriented to that unit and is cross-trained to be able to function as a secondary nurse (can take a limited assignment with designed assistance from a Core Unit Nurse).

c. Nurse Float Level 3: The nurse is able to use basic RN skills to function in an assistive capacity only and, therefore, will have no patient assignment. Examples of assistive functions include taking off orders, answering call lights or telephones, feeding patients, transporting patients, patient admissions, patient baths or basic mobility assistance, blood transfusions and starting IVs.

12.2 DEFINITIONS

12.2.1 Oriented: The nurse has completed a program designed to teach the nurse the basic unit layout, routines, and equipment. Refresher orientation must be completed as determined by the Hospital or if requested by a nurse who has not worked on the specified unit at least once during the preceding three

(3) months. Nurses shall notify the Hospital if they require a refresher orientation and the Hospital shall work with the nurse to arrange such orientation.

12.2.2 Cross-Trained: A nurse is considered cross-trained when the nurse has completed orientation as above and has had extended training program to meet the criteria for functioning as a primary or secondary nurse in the alternate unit.

12.2.3 Primary Nurse: Any nurse who can function independently on the assigned unit. Each nurse is expected to function as a primary nurse in his/her core unit.

12.2.4 Secondary Nurse: Any nurse who can function with assistance of a Core Unit Nurse in taking limited assignment mutually agreed upon by the secondary nurse and the Core Unit Nurse.

12.2.5 Core Unit Nurse: A nurse who is working in the unit where the nurse is regularly assigned. This nurse may or may not be a Clinical Coordinator or Charge Nurse.

ARTICLE 13. LEAVES OF ABSENCE

13.1 Leaves of absence may be granted by the department manager or his/her delegated representative when written application showing cause is submitted in advance. Leave of absence requests shall be submitted on the appropriate Hospital form pursuant to Hospital Policy. The Hospital form shall specify the type of leave requested and approved, any combination of paid time off benefits and unpaid time, and the status of return rights. Paid time off may be used for specific leaves, as specified by applicable statute or this Agreement, if the nurse desires. Return rights shall be guaranteed for nurses using paid time off benefits, but subject to the conditions below if returning from an unpaid leave of absence.

13.2 Leaves of absence shall not exceed six (6) months unless otherwise specified.

1 13.3 Sick leave bank time shall only be used for personal medical leave or as
2 otherwise specified by law.

3
4 13.4 A nurse will not lose previously accrued benefits as provided in this Agreement
5 during the term of an approved unpaid leave of absence. The Hospital shall be
6 under no obligation to provide any paid benefits to any nurse during such periods
7 that are an approved unpaid leave of absence.

8
9 13.5 Unpaid Leaves:

10 13.5.1 Leaves of absence for service in the Armed Forces of the United States
11 will be granted in accordance with Federal Law. A leave of absence not in
12 excess of two weeks to fulfill annual military training obligation shall not be
13 considered as vacation unless requested by the nurse.

14
15 13.5.2 Leaves of absence for parental reasons shall be granted in accordance
16 with applicable parental leave law. Use of paid time off benefits shall be in
17 accordance with applicable statute and 13.1 above. A nurse returning
18 from a leave of absence for parental reasons shall be returned to his/her
19 position in accordance with applicable parental leave law. Extensions of
20 employee parental leaves of absence may be granted with mutually
21 agreed upon return rights.

22
23 13.5.3 After one year of employment, leaves of absence for educational purposes
24 for a period of one year may be granted. The Hospital shall have no
25 obligation to provide any paid benefits to or for a nurse during such
26 periods on an approved unpaid leave of absence.

27
28 13.5.4 Employee medical leaves of absence will be granted in accordance with
29 applicable medical leave law. Sick leave bank time may be used. A nurse
30 returning from an approved medical leave of absence shall be returned to
31 his/her position, if available, or to the first comparable available position in
32 accordance with applicable medical leave law. Extensions of employee
33 medical leaves of absence may be granted with mutually agreed upon
34 return rights.

1 13.5.5 Unpaid personal leaves of absence may be granted at the discretion of the
2 Nurse Executive. No unpaid personal leave of absence shall be approved
3 unless the nurse has no accrued paid time off at the time of the request.
4 A nurse returning from an unpaid personal leave of absence within sixty
5 (60) days shall be returned to his/her position. After sixty (60) days, if the
6 nurse does not return to work, the Hospital may fill the nurse's position
7 and assign the nurse to per diem status. The Hospital will mail to the
8 nurse notice of its intent to post the nurse's position not less than seven
9 (7) days in advance of the posting.
10

11 13.5.6 Family leave shall be granted in accordance with applicable state and
12 federal statute and Section 13.1 of this agreement. A nurse who returns
13 from any unpaid portion of a leave of absence for family illness shall be
14 returned to his/her position in accordance with applicable law.
15

16 13.6 Paid Leaves

17 13.6.1 A regular nurse who has a death in the nurse's immediate family shall be
18 granted a leave of absence at the hourly rate of pay for up to four (4) days,
19 following the time of the death, for the purpose of observing a period of
20 mourning.
21

22 13.6.1.1 'Immediate family' shall include any family member, as that term
23 is defined in the Oregon Family Leave Act, and, if not included in
24 that definition, siblings, grandparents, and grandchildren.
25

26 13.6.2 The Hospital will pay at the regular hourly rate all working hours lost by
27 any nurse due to jury call or jury duty, or lost due to service as, or
28 preparation to be, a witness called or subpoenaed by the Hospital (or
29 called or subpoenaed by a government authority in a criminal proceeding)
30 in any legal proceeding with respect to events involving the Hospital or
31 occurring on Hospital property. Evening and night shift nurses serving as
32 a witness or on jury duty as defined herein shall be relieved from work,
33 and entitled to the same payment as the day shift nurses in the same
34 circumstances.

13.6.2.1 On any day as a witness or on jury duty a nurse is released early, the nurse must contact the nurse's supervisor to determine if the nurse is needed for the remainder of the work shift. Payment for service as a witness or for jury duty shall be turned over to the Hospital for any day the nurse is paid the nurse's full wage by the Hospital.

ARTICLE 14. TUITION REIMBURSEMENT

14.1 The Hospital will loan funds, in accordance with this article, to eligible nurses to finance direct expenses incurred in an approved education program for hospital-related occupations that will benefit both the nurse and the Hospital.

14.1.1 Eligible nurses are all regular nurses who have been employed (or have tenure of) at least one (1) year at the Hospital.

14.1.2 Direct expenses are tuition, required educationally-related user's fees (e.g. lab fees), and required textbooks. Funds may also be used for other educationally-related expenses such as child care and transportation, provided it is a direct consequence of the educational endeavor.

14.1.3 Approved education programs are those which:

14.1.3.1 are offered at an accredited institution of higher education or vocational instruction;

14.1.3.2 are directly related to a hospital-related occupation and deemed needed at the Hospital by Hospital Administration at the time of the request; an

14.1.3.3 require at least one (1) academic term, quarter, or semester to complete.

14.2 A full-time nurse may borrow up to \$2,000 a year or up to a maximum of \$4,000. A part-time nurse may borrow up to \$1,000 a year or up to a maximum of \$2,000. The Hospital will provide up to \$10,000 annually to fund the program on a first come, first served basis.

1 14.3 Eligible nurses receiving a loan will be required to execute a promissory note to the
2 Hospital. Attached to the note will be a schedule, acceptable to the Hospital, by
3 which the course of instruction shall be completed. The note will become
4 immediately payable if the nurse fails to:

5 14.3.1 complete the course of instruction within the agreed upon schedule;

6
7 14.3.2 achieve a passing grade in any class; or

8
9 14.3.3 obtain any license or certification required to practice the nurse's new
10 profession at the Hospital in a timely manner following completion of the
11 course of study.
12

13 14.4 The note will be forgiven at the rate of \$100 a month for full-time nurses for each
14 month worked and \$50 a month for part-time nurses for each month worked,
15 provided the nurse returns to (or is available for) regular full-time or part-time
16 employment at the Hospital within two (2) months of successful completion of the
17 agreed upon course of study.
18

19 14.5 If a nurse terminates Hospital employment for any reason before the end of the
20 minimum employment sufficient to forgive the entire loan under 14.4, the balance of
21 the loan will immediately become due.
22

23 14.6 The Hospital shall provide for appropriate procedures to implement this program.
24

25 14.7 The educational reimbursement policy of Samaritan Health Services will apply to
26 Registered Nurses.
27

28 **ARTICLE 15. GRIEVANCE PROCEDURE**

29 15.1 Definition. A grievance is defined as a difference of opinion concerning the
30 application or interpretation of this Agreement. It is the express intent of the parties
31 that grievances shall be resolved informally whenever possible and at the lowest
32 possible step. Grievances may be, by written mutual consent of the parties,
33 referred back for further consideration or advanced to a higher step.

34 15.1.1 Dismissal grievances must be filed in writing within the first fourteen (14)

1 days following the dismissal and shall be initially filed with the VP of Patient
2 Care Services or designee.

3
4 15.2 Procedure. Grievances shall be processed in the following manner:

5 15.2.1 Step 1. The nurse or Association representative shall present the
6 grievance, in writing, to the nurse's immediate supervisor within fourteen
7 (14) calendar days of its occurrence or the date the nurse or Association
8 knew or should have known of the grievance, whichever is later. The
9 written grievance shall identify the provision of the Agreement which has
10 allegedly been violated and shall state what happened to cause the
11 grievance and the relief requested. The supervisor and the nurse shall
12 then meet to attempt to adjust the matter within fourteen (14) calendar
13 days from the date the grievance is received. The supervisor shall
14 respond to the grievance, in writing, to the grievant and the Association
15 representative within fourteen (14) days of the first step meeting.

16
17 15.2.2 Step 2. If a grievance has not been settled between the affected nurse
18 and the nurse's supervisor, it shall be presented in writing to the Nurse
19 Executive by the Association representative within fourteen (14) calendar
20 days after the supervisor's response at Step 1. The Nurse Executive shall
21 meet with the grievant and an Association representative within fourteen
22 (14) calendar days of receipt of the grievance and shall respond in writing
23 to the grievant and Association representative within fourteen (14)
24 calendar days after the Step 2 meeting.

25
26 15.2.3 Step 3. If the grievance is unsettled after the reply of the Nurse Executive,
27 the Association shall submit a written grievance to the Hospital
28 Administrator or his designee within fourteen (14) calendar days of receipt
29 of the Hospital's reply at Step 2. The Hospital Administrator or his
30 designee shall meet with the grievant and Association representative
31 within fourteen (14) calendar days of receipt of such grievance. The
32 Hospital Administrator or designee shall respond to such grievance in
33 writing within fourteen (14) calendar days of the Step 3 meeting.

1 15.2.4 Step 4. If the grievance is still unsettled, the Association shall, within
2 seven (7) calendar days of receipt of the decision of the Administrator,
3 have the right to have the matter submitted to final and binding arbitration
4 as provided herein. The parties shall first attempt to select an arbitrator
5 who is mutually acceptable. If within ten (10) calendar days from the
6 request for arbitration the parties are unable to agree upon an arbitrator,
7 the Federal Mediation and Conciliation Service shall be requested to
8 submit a list of seven (7) names. Both the Employer and the Association
9 shall have the right to strike three (3) names from the list. The party
10 requesting arbitration shall strike the first name and the other party shall
11 then strike one (1) name. The process shall be repeated and the
12 remaining person shall be the arbitrator. The designated arbitrator shall
13 set a time and place for hearing which is agreeable to both parties.
14 Expenses for the arbitration shall be borne equally by the Association and
15 Hospital, and each party shall be responsible for compensating its own
16 representatives and witnesses. If either party desires a verbatim
17 recording of the proceedings, it may cause such a record to be made. If
18 the other party desires a copy, both parties shall jointly share the cost of
19 the transcript and all copies.

20
21 15.2.5 The grievant, any nurse representative or nurse witness shall be granted
22 release time without loss in pay or benefits to participate in grievance
23 meetings. It is understood that this does not require payment to nurses
24 unless the grievance meeting is during the nurse's working time. This
25 section does not apply to an arbitration hearing.

26
27 15.3 Determination of Merit. The provisions of this Article shall not be interpreted to
28 require the Association to process any grievance through the grievance or
29 arbitration procedure which the Association believes, in good faith, lacks
30 sufficient merit.

31
32 15.4 Arbitrator's Authority. The Arbitrator shall have no authority to amend, nullify,
33 modify, ignore, add to or otherwise alter the provisions of this Agreement, and
34 shall decide only the grievance presented. The Arbitrator's decision and award

1 shall be based on the Arbitrator's interpretation of the meaning or application of
2 the terms of this Agreement to the facts of the grievance presented. The award
3 of the Arbitrator shall be final and binding on the Employer, the Association and
4 all employees involved.

5
6 The Hospital and the Association agree to jointly request that the arbitrator issue
7 the written decision within thirty (30) days of the closing of the hearing or the
8 submission of the briefs, whichever is later.

9
10 15.5 Time Limits. It is the intent of the parties that the time lines of this grievance and
11 arbitration procedure shall be strictly adhered to; however, the time lines, after
12 Step 1, may be adjusted by mutual written agreement by the parties to
13 accommodate scheduling. The Employer shall have the right to refuse to
14 arbitrate a grievance which is not raised in a timely fashion.

15
16 15.6 Introductory Employees. A nurse suspended or terminated during the nurse's
17 introductory period shall not be entitled to invoke the grievance and arbitration
18 procedure to contest such suspension or termination.

19
20 15.7 Election of Remedies. A nurse's election of any administrative or judicial
21 proceeding in addition to this grievance procedure which involves any matter
22 which is or might be alleged as a grievance under this Article shall relieve the
23 Employer of any obligation to arbitrate such grievance. In such event, for
24 purposes of the grievance procedure, the Employer's last response at Step 4
25 shall be final and binding on all parties.

26 27 **ARTICLE 16. NURSING PRACTICE COMMITTEE**

28 16.1 A Nursing Practice Committee ("NPC") shall be established.

29
30 16.2 The objectives of the NPC shall be:

- 31 1. To consider constructively the practice of nurses;
- 32
- 33 2. To work constructively for the improvement of patient care and nursing
- 34 practice;

- 1 3. To recommend to the hospital ways and means to improve patient care
2 and assist in any changes they recommend; and
3
4 4. To exclude grievances or any matters involving interpretation of this
5 Agreement from its discussions.
6

7 16.3 The NPC shall be composed of up to six (6) nurses appointed by the Association
8 and up to six (6) managers appointed by the Hospital.
9

10 16.4 The NPC shall schedule regular meetings not to exceed 12 meetings per year.
11 The nurse members will be paid a maximum of two (2) hours at straight time to
12 attend a meeting. Agenda and minutes will be kept.

13 16.4.1 A nurse member's attendance at an NPC meeting shall be on the nurse's
14 unscheduled time or when the nurse's manager can excuse the nurse
15 from scheduled work without interfering with patient care.
16

17 16.4.2 Other nurses may attend meetings of the NPC on their own time, subject
18 to meeting space. However, if the Hospital requires a nurse to attend an
19 NPC meeting, the nurse will be paid for attending.
20

21 16.5 The NPC will objectively recommend measures to improve patient care. The
22 Hospital will consider such recommendations and will advise the NPC of action
23 taken.
24

25 **ARTICLE 17. SENIORITY**

26 17.1 Seniority is defined as the length of time the employee has been continuously
27 employed in the bargaining unit. An employee shall have no seniority during the
28 initial introductory period, but upon successful completion of this introductory
29 period, employment seniority shall be retroactive to the date of hire.
30

31 17.2 Layoff. The following sequence will be used when the Hospital eliminates or
32 reduces hours in a unit and shift.

33 17.2.1 The Hospital will cease use of temporary agency employees in the unit
34 and shift.

1 17.2.2 Nurses in the unit and shift who are in their introductory period will be laid
2 off.

3
4 17.2.3 Volunteers from the unit and shift will be laid off to the extent of the hours
5 to be reduced or eliminated.

6
7 17.2.4 The Hospital will cease using per diem nurses in the unit and shift.

8
9 17.2.5 The least senior nurse(s) in the unit and shift where the hours are to be
10 reduced or eliminated will be laid off from those hours.

11
12 17.2.6 Nurses laid off or reduced under 17.2.5 may displace the least senior
13 nurse in the Hospital, provided that the displacing nurse is qualified to
14 perform the work of the displaced nurse. Both nurses will be considered
15 to be on layoff for the purposes of 17.2.7.

16
17 17.2.7 Recall from layoff shall be in the reverse order of layoff or hours reduction
18 among the nurses from the unit and shift where the recall will occur.

19
20 17.3 Vacancies. Nurses who apply for posted bargaining unit positions will be given
21 first opportunity for the position based on experience and qualifications within the
22 department. If experience and qualifications are equal, unit seniority, then
23 bargaining unit seniority will be applied. Notice of vacancies shall be prominently
24 posted for seven (7) calendar days.

25 17.3.1 When a nurse is denied a position, the reasons for denial shall be
26 provided to the nurse in writing.

27
28 17.4 A nurse shall lose all previous seniority credit and shall have the employment
29 relationship severed if the nurse:

30 17.4.1 Is laid off for a period of more than twelve (12) consecutive months; or

31
32 17.4.2 Is off work due to illness or injury in excess of eighteen (18) consecutive
33 months; provided, however, that this period may be extended by mutual
34 agreement, in writing, between the Employer, the nurse, and the

Association; or

17.4.3 Is terminated from employment.

17.5 Nurses assigned an 'inactive' status shall maintain all previously accrued seniority, but shall not accrue seniority benefits until they have returned to an active employment status. Nurses who are promoted outside the bargaining unit but who remain continuously employed by the Hospital and later return to the bargaining unit will assume the same level of seniority previously enjoyed.

17.6 Prior to layoff under 17.2 above, Hospital will notify Association within thirty (30) days after its determination of such layoff and, upon request, will meet with Association to discuss the expected layoffs and application of this section of the agreement.

ARTICLE 18. ASSOCIATION REPRESENTATIVE

18.1 Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the Employer's facilities out of which the nurses work, for the purpose of transacting Association business and observing conditions under which the nurses are employed; provided, however, that (1) the visit shall be subject to general Hospital rules regarding non-employees, and (2) there is no interference with the work of any employees. Association representatives must inform the Human Resources Department in advance of the time and place of the visit. Approval shall not be unreasonably withheld.

18.2 Hospital shall provide bulletin space in each nursing department. Such posting shall be dated and signed by the Association representative, and it shall be the responsibility of such representative to remove such notices in thirty (30) calendar days. Association materials shall be limited to posting on the designated bulletin board. Other materials may be posted with prior approval of the Human Resources Director. Association agrees that no notices shall be posted which are derogatory or inflammatory.

ARTICLE 19. NON-DISCRIMINATION

19.1 Prohibition. The Association and Employer agree that the provisions of this Agreement shall be applied in accordance with applicable law equally to all nurses in the bargaining unit, without discrimination as to age, marital status, race, religion, color, sex, national origin, ancestry, union affiliation, sexual orientation, or disability. Reasonable accommodation will be made by the Association and by the Employer to enable any qualified handicapped nurse to safely and properly perform the duties of their job. Nothing in this Article, however, shall be construed to prohibit Employer actions taken because of bona fide occupational qualifications, or Employer business necessity.

19.2 Gender. All references to nurses in this Agreement designate both sexes. Whenever the male or female gender is used, it shall be construed to include both male and female employees.

19.3 Association Affiliation. Neither the Association nor the Employer will unlawfully discriminate against any nurse because of the nurse's union membership or non-membership or because of lawful union activity.

ARTICLE 20. SUCCESSORS

In the event the Hospital shall by merger, consolidation, sale of assets, lease, franchise, or by other means, enter into an agreement with another firm or individual, which, in part or whole, affects the existing collective bargaining Agreement, then each successor firm or individual shall be bound by each and every provision of this Agreement, except as otherwise agreed. The Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individuals with which it seeks to make such an agreement, and if such notice is so given, the Hospital shall have no further obligation hereunder from the date of takeover.

ARTICLE 21. RETIREMENT

21.1 The hospital will offer nurses covered by this Agreement the opportunity to participate in the Samaritan Health Services 401(a) and 403(b) Plans offered to the majority of Hospital employees not covered by this Agreement in accordance with the plans' respective eligibility and other terms. For each eligible nurse who

1 is participating in the 401(a) Plan, the Hospital will contribute to the Plan an
2 amount equal to four percent of the nurse's base compensation plus four percent
3 over the taxable wage base in accordance with the Plan's terms. Effective July
4 1, 2010 for each eligible nurse hired on or before October 31, 2010 who is
5 participating in the 403(b) Plan, the Hospital will match contributions by the nurse
6 to the Plan, up to a maximum amount equal to three percent (3%) of the nurse's
7 base compensation in accordance with the Plan's terms.

8
9 Effective July 1, 2010 for each eligible nurse hired on or after November 1, 2010
10 who is participating in the 403(b) Plan, the Hospital will match contributions by
11 the nurse to the Plan, up to a maximum amount equal to two percent (2%) of the
12 nurse's base compensation in accordance with the Plan's terms.

13 14 **ARTICLE 22. WORK RULES**

15 22.1 The parties recognize that the Employer is directly responsible to the public
16 generally for the performance of the functions and services involved in operating
17 the Employer's facilities. These responsibilities cannot be delegated. For this
18 reason, it is jointly recognized that the Employer must retain broad authority to
19 fulfill and implement its responsibilities and may do so by work rule, oral or
20 written, whether such work rule now exists or may be promulgated in the future.

21 22.1.1 It is agreed, however, that no existing or new work rule will be
22 promulgated or implemented which is inconsistent with a specific
23 provision of this Agreement. A provision of this Agreement will
24 supersede a work rule where they are in apparent conflict, provided that
25 the requirements of applicable federal and Oregon law will always be
26 paramount.

27
28 22.1.2 All work rules which are now in existence shall be reduced to writing and
29 will be furnished to the Association and to affected employees.

30
31 22.1.3 The Employer shall give the Association and employees no less than
32 ten (10) calendar days advance notice of the implementation of any new
33 work rule.

22.2 The Employer's work rules shall include a procedure for employees to complain about harassment in the Employer's facilities.

ARTICLE 23. SAVINGS CLAUSE

23.1 If any Article or Section of this Agreement, or of any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

23.2 In the event that any Article or Section is held invalid for enforcement, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association or Employer, for the purpose of arriving at a mutually satisfactory replacement within sixty (60) calendar days after the beginning of the period of invalidity or restraint. The remainder of this Agreement shall remain in full force and effect.

ARTICLE 24. DURATION AND TERMINATION

After ratification by both the bargaining unit and Employer's Board of Directors, this Agreement shall be effective from the date of its ratification by the bargaining unit, except as otherwise provided in the Agreement, and shall remain in full force and effect until midnight June 30, 2014 , and from year to year thereafter unless either party provides written notice of a desire to reopen this Agreement for renegotiation or termination by providing written notice of such desire no less than ninety (90) calendar days prior to June 30, 2014 , or to any succeeding June 30 anniversary date thereafter. The notice of reopening or termination shall be effective only if the party giving notice to reopen or terminate commences negotiations within sixty (60) calendar days of such notice. Negotiations shall be deemed to have commenced if, within the above mentioned time limit, the party reopening the Agreement has provided the other party

1 with a written copy of its first proposal, or the parties have met at a mutually agreeable

time, date, and location and conducted their first negotiation session dated this 30th
day of August, 2012.

OREGON NURSES ASSOCIATION

By:

Sean Butler, RN Chairperson

SAMARITAN PACIFIC HEALTH
SERVICES, INC.

By:

David Bigelow, CEO

By:

Lynn Moody, RN

By:

Gina Tapp, HR Director

By:

Margaret Wells, RN

By:

Sarah Cole, Nurse Manager

By:

Rachel Morgan, RN

By:

Scott Russell, Labor Relations
Director

By:

Carol Spulnik, RN

By:

Deborah Adams, SHS Home Health
& Hospice Director

By:

Christine Hauck, ONA Labor
Relations Representative

By:

Lorie Williams, Nurse Manager

By:

Vicki Meyer, Nurse Manager

2

1 **APPENDIX A**

2
3 **LETTER OF AGREEMENT**

4
5 between

6
7 Samaritan Pacific Communities Hospital

8
9 and

10
11 Oregon Nurses Association

12
13 Effective with the July 1, 2009 to June 30, 2011 collective bargaining agreement two
14 levels of benefits were established by the parties above in:

- 15
- | | |
|----------------------------------|--|
| 1. Article 9. Paid Time Off | PTO accrual rates |
| 2. Article 21. Pension Plan | Employer match for SHS Tax-Sheltered
Annuity Plan |
| 3. Article 8. Health and Welfare | Employee premium contribution for
insurance |

16
17 Levels are described in the language of the articles listed above for those employees
18 covered by this agreement who were hired on or before October 31, 2010 and those
19 employees are covered by this agreement who were hired on or after November 1,
20 2010, or ratification, whichever is later.

21
22 “Hired after ratification” for the purpose of this letter will not refer to transfers from within
23 SHS, but to nurses newly hired by SHS on or after ratification. If a nurse resigns from
24 SPCH, but is rehired within thirty (30) days of resignation, the nurse shall be replaced at
25 the benefit level he or she was as the time of resignation. If a nurse resigns from SPCH
26 and returns to employment after thirty (30) days more of the resignation, the nurse shall
27 be placed at the post November 1, 2010 benefit level.

SPCH and ONA have agreed upon a mechanism for nurses hired on or after November 1, 2010 to work into the grandfathered level of benefits.

A nurse, hired after November 1, 2010, will be eligible for the “grandfathered” benefit levels after reaching eight thousand (8,000) Benefit Hours. Benefit Hours are defined to include the following hours:

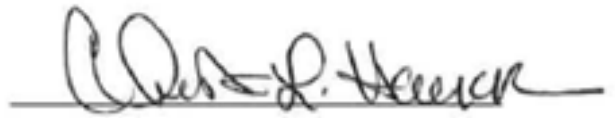
Hours worked at straight time	Call back hours worked
Overtime or premium hours worked	Mandatory meeting hours paid
PTO Hours paid	Education hours paid
Mandatory Absence Hours (unpaid)	Excluded – On Call hours paid

Benefit Hours will be monitored by Human Resources. If a nurse reaches eight thousand (8,000) Benefit Hours, the nurse shall transition to the grandfathered level of benefits described in the articles listed above on the first day of the first pay period following in which such transitions are processed.

Transitions will be processed only once every four pay periods. Benefits Hour tallies for nurses covered under this agreement will be provided to ONA after any transitions are processed.

For Samaritan Communities Hospital

For Oregon Nurses Association



Date 9-4-12

Date 8/30/12

APPENDIX B

Samaritan Health Services 2012 Rates	Grandfathered: L-ONA, P-ONA	
SCP WELLNESS PLAN 2012 PREMIUM RATES		
MEDICAL & PHARMACY	Employee Bi-Weekly	Employer Bi-Weekly
EMPLOYEE - FT (0.8 to 1.0 FTE)	\$0.00	\$270.26
EMPLOYEE - PT (0.5 to 0.79 FTE)	\$0.00	\$270.26
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$92.31	\$518.32
EMP & SPOUSE - PT (0.5 to 0.79 FTE)	\$116.60	\$494.03
EMP & CHILDREN - FT (0.8 to 1.0 FTE)	\$76.93	\$431.08
EMP & CHILDREN - PT (0.5 to 0.79 FTE)	\$92.31	\$415.70
FAMILY - FT (0.8 to 1.0 FTE)	\$128.77	\$676.20
FAMILY - PT (0.5 to 0.79 FTE)	\$162.32	\$642.65
SCP BASIC PLAN 2012 PREMIUM RATES		
MEDICAL & PHARMACY	Employee Bi-Weekly	Employer Bi-Weekly
EMPLOYEE - FT (0.8 to 1.0 FTE)	\$0.00	\$291.97
EMPLOYEE - PT (0.5 to 0.79 FTE)	\$0.00	\$291.97
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$101.36	\$558.33
EMP & SPOUSE - PT (0.5 to 0.79 FTE)	\$128.03	\$531.66
EMP & CHILDREN - FT (0.8 to 1.0 FTE)	\$84.47	\$464.35
EMP & CHILDREN - PT (0.5 to 0.79 FTE)	\$101.36	\$447.47
FAMILY - FT (0.8 to 1.0 FTE)	\$141.39	\$728.25
FAMILY - PT (0.5 to 0.79 FTE)	\$178.23	\$691.41
SCP HIGH DEDUCTIBLE 2012 PREMIUM RATES		
MEDICAL & PHARMACY	Employee Bi-Weekly	Employer Bi-Weekly
EMPLOYEE - FT (0.8 to 1.0 FTE)	\$0.00	\$167.79
EMPLOYEE - PT (0.5 to 0.79 FTE)	\$0.00	\$167.79
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$73.71	\$305.50
EMP & SPOUSE - PT (0.5 to 0.79 FTE)	\$98.27	\$280.93
EMP & CHILDREN - FT (0.8 to 1.0 FTE)	\$61.31	\$254.13
EMP & CHILDREN - PT (0.5 to 0.79 FTE)	\$81.75	\$233.68
FAMILY - FT (0.8 to 1.0 FTE)	\$97.19	\$402.85
FAMILY - PT (0.5 to 0.79 FTE)	\$129.60	\$370.44

ODS 2012 PREMIUM RATES		
DENTAL/VISION	Employee Bi-Weekly	Employer Bi-Weekly
EMPLOYEE - FT (0.8 to 1.0 FTE)	\$0.00	\$29.12
EMPLOYEE - PT (0.5 to 0.75 FTE)	\$0.00	\$29.12
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$16.47	\$42.87
EMP & SPOUSE - PT (0.5 to 0.75 FTE)	\$19.75	\$39.60
EMP & CHILDREN - FT (0.8 to 1.0 FTE)	\$13.70	\$41.41
EMP & CHILDREN - PT (0.5 to 0.75 FTE)	\$16.42	\$38.69
FAMILY - FT (0.8 to 1.0 FTE)	\$21.70	\$62.61
FAMILY - PT (0.5 to 0.75 FTE)	\$26.03	\$58.28
WDG 2012 PREMIUM RATES		
DENTAL/VISION	Employee Bi-Weekly	Employer Bi-Weekly
EMPLOYEE - FT (0.8 to 1.0 FTE)	\$0.00	\$24.76
EMPLOYEE - PT (0.5 to 0.75 FTE)	\$0.00	\$24.76
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$14.98	\$35.16
EMP & SPOUSE - PT (0.5 to 0.75 FTE)	\$17.95	\$32.18
EMP & CHILDREN - FT (0.8 to 1.0 FTE)	\$12.45	\$36.36
EMP & CHILDREN - PT (0.5 to 0.75 FTE)	\$14.93	\$33.89
FAMILY - FT (0.8 to 1.0 FTE)	\$19.73	\$53.14
FAMILY - PT (0.5 to 0.75 FTE)	\$23.67	\$49.20
IMPORTANT NOTE: EMPLOYEES MAY OPT OUT OF THE		
MEDICAL/PHARMACY BENEFIT (WITH PROOF OF OTHER INSURANCE)		
AND RECEIVE \$55.39 PER PAY PERIOD.		

Samaritan Health Services 2012 Tiered Rates	Effective for EEs hired:	Groups
	3/1/2010 and later	L-ONA
	12/10/2010 and later	A-ONA
	11/1/2010 and later	P-ONA
SCP WELLNESS PLAN 2012 PREMIUM RATES		
MEDICAL & PHARMACY	Employee Bi-Weekly	Employer Bi-Weekly
EMPLOYEE - 0.9 to 1.0 FTE	\$0.00	\$270.26
EMPLOYEE - 0.8 to 0.89 FTE	\$0.00	\$270.26
EMPLOYEE - 0.5 to 0.79 FTE	\$67.56	\$202.69
EMP & SPOUSE - 0.9 to 1.0 FTE	\$91.59	\$519.03
EMP & SPOUSE - 0.8 to 0.89 FTE	\$114.49	\$496.13
EMP & SPOUSE - 0.5 to 0.79 FTE	\$152.66	\$457.97
EMP & CHILDREN - 0.9 to 1.0 FTE	\$76.20	\$431.81
EMP & CHILDREN - 0.8 to 0.89 FTE	\$95.25	\$412.75
EMP & CHILDREN - 0.5 to 0.79 FTE	\$127.00	\$381.00
FAMILY - 0.9 to 1.0 FTE	\$120.75	\$684.22
FAMILY - 0.8 to 0.89 FTE	\$150.93	\$654.04
FAMILY - 0.5 to 0.79 FTE	\$201.24	\$603.72
SCP BASIC PLAN 2012 PREMIUM RATES		
MEDICAL & PHARMACY	Employee Bi-Weekly	Employer Bi-Weekly
EMPLOYEE - 0.9 to 1.0 FTE	\$0.00	\$291.97
EMPLOYEE - 0.8 to 0.89 FTE	\$0.00	\$291.97
EMPLOYEE - 0.5 to 0.79 FTE	\$74.32	\$217.65
EMP & SPOUSE - 0.9 to 1.0 FTE	\$100.75	\$558.93
EMP & SPOUSE - 0.8 to 0.89 FTE	\$125.94	\$533.74
EMP & SPOUSE - 0.5 to 0.79 FTE	\$167.92	\$491.76
EMP & CHILDREN - 0.9 to 1.0 FTE	\$83.82	\$465.00
EMP & CHILDREN - 0.8 FTE	\$104.78	\$444.05
EMP & CHILDREN - 0.5 to 0.79 FTE	\$139.70	\$409.12
FAMILY - 0.9 to 1.0 FTE	\$132.82	\$736.82
FAMILY - 0.8 to 0.89 FTE	\$166.03	\$703.61
FAMILY - 0.5 to 0.79 FTE	\$221.37	\$648.27

SCP HIGH DEDUCTIBLE 2012 PREMIUM RATES		
MEDICAL & PHARMACY	Employee Bi-Weekly	Employer Bi-Weekly
EMPLOYEE - FT (0.8 to 1.0 FTE)	\$0.00	\$167.79
EMPLOYEE - PT (0.5 to 0.75 FTE)	\$16.78	\$151.01
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$73.71	\$305.50
EMP & SPOUSE - PT (0.5 to 0.75 FTE)	\$98.27	\$280.93
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DENTAL/VISION	Employee Bi-Weekly	Employer Bi-Weekly
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EMPLOYEE - PT (0.5 to 0.75 FTE)	\$0.00	\$24.76
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$14.98	\$35.16
EMP & SPOUSE - PT (0.5 to 0.75 FTE)	\$17.95	\$32.18
EMP & CHILDREN - FT (0.8 to 1.0 FTE)	\$12.45	\$36.36
EMP & CHILDREN - PT (0.5 to 0.75 FTE)	\$14.93	\$33.89
FAMILY - FT (0.8 to 1.0 FTE)	\$19.73	\$53.14
FAMILY - PT (0.5 to 0.75 FTE)	\$23.67	\$49.20
IMPORTANT NOTE: EMPLOYEES MAY OPT OUT OF THE		
MEDICAL/PHARMACY BENEFIT (WITH PROOF OF OTHER INSURANCE)		
AND RECEIVE \$55.39 PER PAY PERIOD.		

CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.

Thank you.

Your Name: _____

*I certify that I have received a copy of the ONA Collective
Bargaining Agreement with Samaritan Pacific Community
Hospital, July 1, 2012 – June 30, 2014*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ *Work Phone:* _____

Email: _____

Unit: _____

Shift: _____