

# **Professional Agreement**

**between**

**Oregon Nurses Association**

**and**

**Samaritan Pacific Health Services, Inc.**

**Effective July 1, 2010 through June 30, 2012**

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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 "Probationary 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 probationary period when the nurse is fully functional as a primary nurse in their home unit.

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 "Anniversary Date" is the first of the month closest to the date on which a nurse's employment as a nurse began.

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

2.11 "On Call" is the period during which a nurse is expected to be available to the Hospital for work on short notice.

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

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

2.14 "Home Health Team Leader" is a nurse designated by the Employer to provide leadership support to a multi-disciplinary Home Health Team for a designated client group, in addition to the regular duties of a Home Health Nurse.

### ARTICLE 3. RECOGNITION

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

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

- a. become and remain a member of the Association in good standing (ONA member), or
- b. pay to the Association a fair share amount, as determined by the Association Fair Share payer), or

c. exercise his/her right of non-membership because of a bona fide religious tenet or teaching of a church or religious body of which the nurse is a member (Religious objector). Registered Nurses must notify the Association in writing of a desire to change membership status. Such a request must be mailed to the attention of the Membership Coordinator at:

Oregon Nurses Association  
18765 SW Boones Ferry Road Suite 200  
Tualatin, OR 97062

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

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

1 3.4 The Hospital will provide the Association during the months of January and July  
2 with a list of bargaining unit nurses that includes each nurse's name, employee  
3 identification number, address and telephone number on file with the Hospital,  
4 FTE status, home unit, shift and level of seniority.

5  
6 3.4.1 The Hospital will provide the Association monthly with a list of nurses who  
7 were added to the bargaining unit or left the bargaining unit that includes  
8 each such nurse's name, employee identification number, address and  
9 telephone number on file with the Hospital, FTE status, home unit, shift  
10 and level of seniority.

11  
12 3.5 Upon request, the Hospital will provide for up to thirty (30) minutes during new  
13 hire nursing orientation for an Association representative, on unpaid time, to  
14 discuss the Association with new bargaining unit nurses. Professional  
15 Development produces the schedule of new hire orientations for a calendar year  
16 in January of that year which is available on-line.

## 17 **ARTICLE 4. COMPENSATION**

18  
19 4.1 Minimum wage rates for all nurses shall be as provided in the wage schedule as  
20 it appears below. Nothing in this agreement shall be construed to prohibit the  
21 Employer from paying compensation above the minimum specified below or, if  
22 such higher compensation is paid, to reduce the compensation to no less than  
23 the minimum described in the contract.

### 24 25 4.2 Wage Increases

26  
27 Effective the first day of the first pay period following July 1, 2010 Registered  
28 Nurses covered by this agreement shall receive a wage increase of two percent  
29 (2%) on all steps on the existing scale.

30  
31 Effective the first day of the first pay period following July 1, 2011, the wage scale  
32 hourly rate shall be increased two and one-half percent (2.5%) across the board.  
33

ONA Wage Table – Effective July 1, 2010 through June 30, 2012

<b>Meditecth</b>	<b>Contract</b>	<b>Current</b>	<b>7/1/2010 2% Inc</b>	<b>7/1/2011 2.5% Inc</b>
Step 1	Step 1	29.67	30.26	31.02
Step 2	Step 2	30.56	31.17	31.95
Step 3	Step 3	31.48	32.11	32.91
Step 4	Step 4	32.42	33.07	33.90
Step 5	Step 5	33.40	34.06	34.91
Step 6	Step 6	34.40	35.09	35.96
Step 7	Step 7	35.43	36.14	37.04
Step 8	Step 8	36.49	37.22	38.15
Step 9	Step 11	37.95	38.71	39.68
Step 10	Step 14	39.47	40.26	41.27
Step 11	Step 17	41.05	41.87	42.92
Step 12	Step 20	42.69	43.54	44.63
Step 13	Step 25	44.40	45.29	46.42
Step 14	Step 30	45.73	46.64	47.81

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.



1 4.2.2.3 A nurse will qualify for movement to Step 14 after spending no  
2 less than three (3) years at Step 11 and provided such nurse has  
3 worked no less than 3300 hours for the Hospital at Step 11.  
4

5 4.2.2.4 A nurse will qualify for movement to Step 17 after spending no  
6 less than three (3) years at Step 14 and provided such nurse has  
7 worked no less than 3300 hours for the Hospital at Step 14.  
8

9 4.2.2.5 A nurse will qualify for movement to Step 20 after spending no  
10 less than three (3) years at Step 17 and provided such nurse has  
11 worked no less than 3300 hours for the Hospital at Step 17.  
12

13 4.2.2.6 A nurse will qualify for movement to Step 25 after spending no  
14 less than five (5) years and provided such nurse has worked no  
15 less than 5500 hours at Step 20, except as set forth in Section  
16 4.2.2.8 below.  
17

18 4.2.2.7 A nurse will qualify for movement to Step 30 after spending no  
19 less than five (5) years and provided such nurse has worked no  
20 less than 5500 hours at Step 25, except as set forth in Section  
21 4.2.2.8 below.  
22

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

4.2.2.9 Eligible hours under all steps of the salary range shall be defined to include all time worked, all sick leave bank hours paid by the Hospital, all paid holiday hours, all PTO paid by the Hospital, or any scheduled hours that were not worked as a result of hospital convenience 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 a Hospital Convenienced 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 hospital convenienced 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.

1                   4.5    Shift Differential:

2

3           4.5.1   Evening shift differential will be paid at the rate of \$1.75 per evening shift

4                   hour worked. Effective with the first full pay period beginning after July 1,

5                   2009, evening shift differential will be paid at the rate of \$1.90 per hour.

6

7           4.5.2   Effective with the first full pay period beginning after July 1, 2008, a night

8                   shift differential will be paid at the rate of \$4.15 per night shift hour worked.

9                   Effective with the first full pay period beginning after July 1, 2009, a night

10                  shift differential will be paid at the rate of \$4.25 per hour.

11

12          4.5.3   Shift differentials described above shall be paid on any hours worked,

13                   including call-back, after 3:00 p.m. and before 7:00 a.m. There shall be no

14                   shift differential paid for any time worked between 7:00 a.m. and 3:00 p.m.

15                   There shall be no shift differential for Home Health 8-hour day shift or the

16                   Med-Surg Day Charge Nurse 8-hour shift. Evening shift hours shall be

17                   between 3:00 p.m. and 11:00 p.m. Night shift hours shall be between

18                   11:00 p.m. and 7:00 a.m.

19

20          4.5.4   A weekend shift differential will be paid at the rate of \$1.50 per weekend

21                   shift hour worked.

22

23   4.6    Preceptor Differential: A staff nurse who has met the eligibility requirements,

24           received the additional training to act as a preceptor and who is assigned the

25           duty, will receive a differential of one dollar (\$1.00) per hour for hours spent

26           acting as a preceptor. Eligibility requirements are specified in the SHS

27           Professional Development Policy "Preceptor Criteria/Guidelines." Nurses who

28           act as preceptors will receive feedback on their annual performance appraisal

29           related to such duties.

30

31   4.7    Acting House Supervisor: Any nurse designated to be an "acting house

32           supervisor" by the Hospital shall receive a premium of \$3.00 per hour when

33           working in this capacity.

1 4.8 Charge Nurse: Any nurse designated to be a Charge Nurse by the appropriate  
2 administrative person (or delegate) shall receive a differential of \$1.50 per hour  
3 for those hours worked in the Charge Nurse capacity.  
4

5 4.9 Clinical Coordinator, Home Health Team Leader, and RNFA (RN First Assist):  
6 Any nurse designated to be a Clinical Coordinator, Home Health Team Leader,  
7 or RNFA (RN First Assist) by the appropriate administrative person (or delegate)  
8 shall receive a differential of \$3.00 per hour for those hours worked in the Clinical  
9 Coordinator, Home Health Team Leader, or RNFA (RN First Assist) capacity.  
10

11 4.10 Home Health Case Manager: A nurse who is designated a Home Health Case  
12 Manager by the appropriate administrative person (or delegate) shall receive a  
13 differential of \$2.50 per hour for those hours worked as a Case Manager.  
14

15 4.11 Certification Premium: A certification premium of \$1.50 per hour worked shall be  
16 paid to those nurses who have achieved a national certification in nursing which  
17 is applicable to a specific unit or department for which they are assigned. In  
18 order to acquire such premium, the nurse covered by this Agreement must make  
19 a written application to the nursing unit/department manager and provide  
20 appropriate documentation regarding the certification for which the premium pay  
21 is requested. The unit/department manager shall approve all such certification  
22 premium requests, renewable at expiration with written proof of re-certification. A  
23 nurse may apply only one premium to each nursing unit/department. Such  
24 information must be forwarded to Human Resources.  
25

26 4.12 Extra Duty:  
27 Department of Nursing units (Med/Surg, OB, ICCU, ER, OR), Home Health  
28 Services, and Hospice regular nurses whose worked hours exceed their  
29 assigned FTE per designated work weeks (including hospital convenience time  
30 and approved paid education leave) will receive time and one-half (1 ½) the  
31 regular rate of pay plus an extra duty premium of \$3.25 per hour (\$4.25 per hour  
32 on weekends) for all extra day or evening shifts and \$6.25 per hour (\$7.25 per  
33 hour on weekends) plus shift differential for all extra night shifts, provided that the

extra duty hours worked are at least four (4) hours as assigned by the Hospital, 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

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

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

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

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

1 4.12.8 Twice a year, in March and September, the Hospital will review the  
2 average number of hours worked by each nurse. Nurses who consistently  
3 work above their FTE may have their FTE designation altered  
4 appropriately.

6 4.13 Home Health/Hospice Telephone Subsidy:

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

16 **ARTICLE 5. HOURS OF WORK**

18 5.1 The basic work day shall be eight (8) hours, ten (10) hours or twelve (12) hours,  
19 excluding a one-half (1/2) hour unpaid meal period and a 15-minute paid rest  
20 period for every four (4) hours of the work day. Different durations of a nurse's  
21 basic work day may be established by agreement between the nurse, the  
22 Association, and the Hospital.

24 5.1.1 The Employer and each nurse are jointly responsible for arranging meal  
25 and rest periods as herein provided; however, it is recognized that at times  
26 interruptions cannot be avoided. If the meal or rest period is interrupted,  
27 the nurse shall be entitled to time off in the same day equivalent to the  
28 interrupted period to be arranged at a time that is mutually agreeable to  
29 the nurse and the Employer. Charge nurses shall facilitate or relieve for  
30 breaks and meals.

32 5.1.2 If circumstances require a nurse to work through a lunch period, the full  
33 period shall be considered as time worked unless the lunch break is  
34 granted later in that shift.

1           5.1.3 Access to food shall be available on all three shifts. The parties will work  
2           together to improve the quality of the food offered on night shift.

3  
4   5.2   The basic work period shall be forty (40) hours in a seven (7) day designated  
5       work week or, by mutual consent of the nurse and the Hospital with prior written  
6       notification to the Association, eighty (80) hours in a fourteen (14) day  
7       designated pay period for those nurses working eight hour shifts.

8  
9   5.3   Regular nurses shall normally be scheduled to receive every other weekend off,  
10       unless a nurse and the Hospital agree to a different schedule.

11  
12       5.3.1 A weekend shall be defined as the calendar days Saturday and Sunday.  
13       For night shift, Saturday-Sunday shall begin at 2245 on Friday/Saturday.

14  
15   5.4   Overtime is defined as work in excess of the nurse's scheduled or expected work  
16       day (but not less than eight (8) hours of work). All overtime shall be properly  
17       authorized. Overtime shall be paid at the rate of one and one-half (1 1/2) times  
18       the nurse's regular hourly rate.

19  
20       5.4.1 Nurses employed in OR or PACU shall be paid time and one-half (1 1/2)  
21       their regular hourly rate of pay for any work performed between 6:00 p.m.  
22       and 6:00 a.m., and on weekends.

23  
24   5.5   Four week work schedules for nurses shall be prepared pursuant to the following  
25       process:

26  
27       5.5.1 Not less than five (5) weeks prior to the start date of the schedule, an  
28       initial draft of the schedule for each nursing department shall be posted.

29  
30       5.5.2 During the first seven (7) calendar days following the posting of the initial  
31       draft schedule, nurses shall submit their availability in writing or  
32       electronically for required (per diem nurses) or extra (all nurses) shifts.

33       The order in which shifts will be granted is as follows:



1 5.5.2 Per diem nurses are required and will be assigned to three (3) shifts if  
2 available per month and may elect to sign up for a fourth (4th) shift if more  
3 shifts are available. At least one of these shifts shall be a weekend or a  
4 night shift, if available. Per diem nurses who sign up under this section  
5 may utilize their seniority for purposes of selecting their shifts.  
6

7 5.5.3 Regular and relief nurses who have submitted their availability in writing or  
8 electronically for extra duty shifts will be assigned to such available shifts  
9 on an equitable basis beginning with the most senior nurse.  
10

11 5.5.4 The final schedule for the department will be published fourteen (14)  
12 calendar days before the date the schedule becomes effective.  
13

14 5.5.5 Published schedules, barring an emergency, shall only be changed by  
15 mutual agreement of the Hospital and the nurse. If the Hospital has no  
16 reasonable alternative to achieve needed staffing, the Hospital may  
17 require a nurse to work a revised schedule provided that such additions  
18 may not exceed the nurse's regular FTE. Such changes in the schedule  
19 shall be made among the nurses on a rotating basis to the fullest extent  
20 possible.  
21

22 5.6 "Hospital convenience" is defined as low census situations requiring less staff  
23 than originally scheduled for the shift. A nurse who is hospital inconvenienced  
24 from a shift will receive PTO accruals as though the nurse worked the scheduled  
25 shift.  
26

27 5.6.1 Among the nurses on the shift in the unit/department, nurses who  
28 volunteer at least four (4) hours before the shift start time to be hospital  
29 inconvenienced will be considered for hospital convenience in order of their  
30 seniority. Otherwise, volunteers will be hospital inconvenienced on a first-  
31 come, first-served basis. Any assignment of hospital convenience time to  
32 nurses under this provision will be conditional on Hospital determination  
33 that the remaining nurses can perform the hospital inconvenienced nurses'  
34 responsibilities.

- 1           5.6.2 Per diem nurses scheduled in a department shall be hospital  
2           convenienced prior to regular or relief nurses being involuntarily hospital  
3           convenienced.  
4
- 5           5.6.3 Hospital convenience will be allocated on a rotational basis within units.  
6
- 7           5.6.4 When a nurse will not be needed from the beginning of the nurse's shift,  
8           the Hospital will make an attempt to notify the nurse at least one and one-  
9           half (1½) hours prior to the nurse's scheduled shift and will simultaneously  
10          document the attempt. If the Hospital does not attempt to notify the nurse  
11          at least one and one-half (1½) hours prior to the nurse's scheduled start  
12          time, and the nurse appears on time ready to work but is hospital  
13          convenienced for the entire shift, the nurse will be paid four (4) hours' pay.  
14
- 15          5.6.5 When a nurse is hospital inconvenienced on a scheduled day, the Hospital  
16          may require the nurse to go on-call for his/her scheduled shift at the  
17          appropriate on-call rate of pay. If the Hospital does not place a hospital  
18          convenienced nurse on-call, the nurse shall not be paid on-call pay and is  
19          relieved of any further work responsibility.  
20
- 21          5.6.6 A hospital inconvenienced nurse who is "on-call" is considered on call for  
22          his/her department and then on call for other departments to which the  
23          nurse has been previously oriented. OR and PACU nurses who are  
24          hospital inconvenienced from a regularly scheduled shift and placed on call  
25          for surgeries shall not be called back to the hospital to take a patient  
26          assignment. However, if such nurse is called back for a procedure whose  
27          length does not exceed the minimum call back hours guarantee, the  
28          nurse may be assigned to suitable work for the remainder of the call back  
29          minimum period.  
30
- 31    5.7    Nurses receiving on-call pay will remain accessible to the Employer by telephone  
32          or pager and able to arrive for work in the time determined for the nursing unit or  
33          department, but not to exceed thirty (30) minutes of being called, unless a  
34          different time frame is agreed to by the nurse and the Hospital due to the

1 distance between the nurse's home and the Hospital. Call back pay begins when  
2 the nurse arrives for work.

3  
4 5.8 When unplanned absences in the work force, high census, or high acuity  
5 mandate a need for an increased staff, off duty nurses who are qualified and  
6 oriented for the duties to be performed shall be recalled to work in the following  
7 order, however the Hospital is under no obligation to use overtime nurses, if  
8 nurses are available to work at straight time. No nurse will be paid for hours not  
9 worked in conjunction with the assignment or extra work.

10  
11 a. On-call nurses or HC on-call nurses for their department.

12  
13 b. Nurses who have been hospital inconvenienced from any department.

14  
15 c. Per diem nurses, in order of seniority.

16  
17 d. Regular and relief nurses who have made themselves available for the  
18 shift. Calls will be made in rotation. The first nurse who agrees to come in  
19 will be awarded the shift.

20  
21 e. Regular and relief nurses who have not made themselves available for the  
22 shift. Calls will be made in rotation. The first nurse who agrees to come in  
23 will be awarded the shift.

24  
25 f. On-call nurses, if on-call for a specific department and not needed in that  
26 department, will be expected to be available to work in another  
27 department to which the nurse has been previously oriented, so long as  
28 they are not given an assignment which would delay their ability to  
29 respond to a need in their department. Refresher orientation will be  
30 provided on an as needed basis.

31  
32 5.9 Nurses not assigned to on-call status shall be guaranteed a minimum of two (2)  
33 hours pay when called in by a supervisor. The nurse may leave before  
34 completing two (2) hours of work, with the approval of the Hospital, if the nurse

1 waives the minimum hour requirement. No minimum hour requirement shall  
2 apply for staff meetings, classes/seminars, mandatory education or disaster  
3 drills.

4  
5 5.10 When a nurse must attend a mandatory meeting, such time will be considered as  
6 work time.

7  
8 5.11 Time and one-half (1 ½) payments shall not be duplicated or permitted for the  
9 same hours worked or paid for under any of the terms of this Agreement and to  
10 the extent hours are compensated for at time and one-half (1 ½) under one  
11 provision of this Agreement, they shall not again be counted as hours worked  
12 under the same or any other provision of this Agreement.

13  
14 5.12 Nurses will not be regularly scheduled to work different shifts unless the nurse  
15 agrees to do so in writing.

## 16 **ARTICLE 6. HOSPITAL RIGHTS**

17  
18 6.1 The Hospital shall have the right to discipline and terminate the employment of  
19 nurses for just cause. Except to the extent specifically and expressly limited by a  
20 provision of this Agreement, the Hospital shall also have the exclusive right to  
21 operate and manage the Hospital and all parts of it, including, but not limited to,  
22 at any time hiring (regular, relief, "per diem," and temporary and contract  
23 (including "agency" or "traveler") nurses to fill any open position, laying off for  
24 lack of work, assigning, establishing standards, and generally performing and  
25 directing the performance of all tasks and operations necessary in the operation  
26 of the Hospital to effectively, efficiently and economically operate its facilities as a  
27 health care provider.

28  
29 6.2 All rights heretofore exercised by the Hospital or inherent in the Hospital and not  
30 expressly contracted away by a specific provision of this Agreement, are solely  
31 retained by the Hospital. The failure of the Hospital to exercise any function, power,  
32 or right reserved or retained by it, shall not be deemed a waiver of the right of the

Hospital to exercise such power, function, authority, or right, so long as it does not conflict with an express provision of this Agreement.

## **ARTICLE 7. EMPLOYMENT STATUS**

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

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

7.3 Employer shall give a regular nurse ten (10) working days written notice of its intent to terminate the nurse's employment, or, if less notice shall be given, then the difference between ten (10) working days and the number of working days of advance notice shall be paid to the nurse at his/her hourly rate of pay; provided, 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 probationary 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.

1 7.7 The Employer shall notify the Association by telephone or in writing within seven (7)  
2 calendar days, excluding weekends and holidays, after a suspension or discharge;  
3 unless the nurse signs a waiver relieving the Hospital of the notification obligation  
4 and relieves the Association of the responsibility for acting on the notification.

## 5 **ARTICLE 8. HEALTH AND WELFARE**

6  
7 8.1 Employment of a nurse will be subject to passing required drug and TB screening  
8 tests. Newly employed nurses will be offered lipid panel, glucose, ALT (SGOT),  
9 GTT, AST , CBC and UA laboratory studies at Hospital expense.

10  
11 8.2 Hospital agrees to provide annually, at Hospital expense, tests, including but not  
12 limited to, CBC, lipid panel, glucose, ALT (SGOT), GGT, and UA laboratory studies.  
13 TB test in accordance with CDC guidelines.

14  
15 8.3 The Hospital will offer eligible full- and part-time nurses covered by this  
16 Agreement the opportunity to participate in the Samaritan Choice Plans  
17 (including medical, vision, and dental insurance coverage) or substantially  
18 comparable plans in accordance with the terms of such plans and share of  
19 premium costs as offered to the majority of nonunion-represented Hospital  
20 employees.

21  
22 For nurses hired on or before October 31, 2010 the nurse's share of the  
23 premium cost shall be deducted from the nurse's pay-each month in which  
24 coverage is elected in accordance with the Hospital's payroll practices applicable  
25 to the majority of the Hospital's employees outside the bargaining unit. In 2011  
26 the nurse's contribution to premium costs shall not increase more than twelve  
27 percent (12%) over contributions paid in 2010. In 2012 the nurse's contribution to  
28 premium costs shall not increase more than twelve percent (12%) over  
29 contributions paid in 2011.

30  
31 a. For nurses hired on or after November 1, 2010 employee contribution  
32 rates for the medical and dental insurance will be according to the

1 following percentages of the total cost of the premium as reflected in

2 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%

3  
4 8.4 Nurses shall be covered by State Workers' Compensation Insurance or  
5 equivalent coverage shall be provided by Hospital.

6  
7 8.5 The Hospital reserves the right to obtain substantially comparable health and  
8 welfare and dental insurance coverage through another carrier by first notifying  
9 the Association, in writing, thirty (30) calendar days prior to the date of putting  
10 into effect such new plan.

11  
12 Nurses may opt out of the medical/pharmacy benefits with proof of other  
13 insurance. Such proof must be provided annually. Opt out employees will receive  
14 an amount designated by the Employer.

15  
16 8.6 The Hospital's obligation to make contributions to the health and welfare and  
17 dental plans which are incorporated into this Agreement are not an automatic  
18 commitment by the Hospital to continue to agree to make such programs  
19 available in future contracts.

20  
21 8.7 The Hospital will offer eligible nurses covered by this Agreement the opportunity  
22 to participate in the Samaritan Health Services short- and long-term disability  
23 insurance-plans, life and accidental death and dismemberment insurance plans,  
24 voluntary life insurance plan, and Section 125 plan, or substantially comparable  
25 plans as offered to the majority of Hospital employees not covered by this  
26 Agreement in accordance with the terms of the respective plans.

27  
28 8.8 The Hospital's existing Substance Abuse in the Workplace Policy will apply to all  
29 bargaining unit nurses.

1 8.9 Two representatives from the ONA Bargaining Unit may participate in a health  
2 care advisory group.

3 **ARTICLE 9. PAID TIME OFF (PTO)**  
4

5 9.1 The Hospital shall provide a program of earned time off, for regular nurses, which  
6 can be used to meet the nurses' needs or desires for paid time off from work. The  
7 Paid Time Off program is a consolidation of, and in lieu of, sick leave, paid holidays,  
8 and vacation leave.  
9

10 9.2 For time off other than for illness, a nurse must submit a request to the immediate  
11 supervisor as far in advance as possible. A request will be considered only if the  
12 nurse would, in the normal course of PTO accrual, have accrued sufficient PTO to  
13 cover the requested time off. Approved PTO requests may be rescinded at any  
14 time between the approval and the posting of the draft schedule for the period  
15 requested, if sufficient PTO cannot be accrued to cover the requested time off.  
16 Requests received prior to February 1 for schedule periods that have not yet been  
17 posted will be granted on a seniority basis, if all requests for a specific period  
18 cannot be granted. All other requests will be granted on a "first come, first serve"  
19 basis. PTO leave requests, except in emergency situations, should be made at  
20 least eight (8) weeks in advance. The department manager shall respond with  
21 approval or denial within two (2) weeks of receipt of the request. All requests shall  
22 be made in writing or electronically. Requests will not be unreasonably denied.  
23 Seniority preference may be exercised only once every other year.  
24

25 9.2.1 Once a schedule has been posted under 5.5.1 and a nurse wants PTO time  
26 off in that schedule period, a request for the time off will be considered only if  
27 the nurse has arranged for a qualified replacement at the straight-time rate  
28 of pay.  
29

30 9.3 For time off due to illness, a nurse must notify the immediate supervisor as soon as  
31 possible of the illness and the need for time off. If the illness extends beyond one  
32 day, daily calls must be made to keep the supervisor informed.



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

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

9.4.1.1 Hospital Convenience

9.4.1.2 When a department is closed or staff is reduced on a holiday.

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 <sup>st</sup> through 48 <sup>th</sup>	.1077 hours per Compensable hour	28
49 <sup>th</sup> through 108 <sup>th</sup>	.1269 hours per Compensable hour	33
109 <sup>th</sup> & 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 <sup>st</sup> through 48 <sup>th</sup>	.104 hours per Compensable hour	25
49 <sup>th</sup> through 108 <sup>th</sup>	.115 hours per Compensable hour	30
109 <sup>th</sup> & 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.

9.6 Cash Out of PTO Hours: Nurses may request a cash-out of available PTO, in accordance with SHS policy, annually and no later than November 30 of each year. Nurses may elect cash out amounts for any of the designated dates in the subsequent year.

9.6.1 There is no limit, either minimum or maximum, on the number of hours that may be cashed out. However, a minimum of forty (40) hours must be retained in the nurse's PTO bank when requesting a PTO cash out of hours.

9.7 Holidays: No PTO time will be paid for holiday hours that are worked.

1 9.8 Previously existing accrued sick leave has been transferred to a sick leave bank.  
2 Nurses may opt to convert any amount of their sick leave bank to PTO at a 3:1  
3 ratio. This conversion will be offered every three (3) years until the sick leave  
4 banks are exhausted.

5  
6 9.8.1 Use of Sick Leave Bank: A nurse absent due to illness/injury shall use the  
7 nurse's PTO for the first two (2) days of absence, after which the nurse may  
8 access the nurse's sick leave bank. Otherwise, nurses shall use PTO for all  
9 illness, etc. There will be no accrual into sick leave banks.

10  
11 9.8.2 If a nurse is absent due to admission to a hospital, including a day surgery  
12 unit, as an inpatient or outpatient, he/she shall be able to access the sick  
13 leave bank immediately.

14  
15 9.9 Retirement: At full retirement, defined as leaving Hospital employment and  
16 simultaneously obtaining social security benefits, any time left in a nurse's sick  
17 leave bank may be cashed out at a 2:1 ratio. PTO will be cashed out at a 1:1 ratio.

18  
19 9.10 Accrued PTO will be noted on the nurse's paycheck. It is understood that such  
20 notation is subject to verification and that, in case of a discrepancy between the  
21 notation and the actual accumulation, the latter will control.

22  
23 9.11 There is no waiting period for the use of PTO. However, nurses may not have a  
24 negative balance in their PTO account.

## 25 **ARTICLE 10. HOLIDAYS**

26  
27 10.1 The following eight (8) legal holidays will be recognized by the Hospital: New Year's  
28 Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day,  
29 December 24, and Christmas Day.

30  
31 10.1.1 The New Year's holiday shall be calculated from 1500 hours New Year's  
32 Eve to 1500 hours New Year's Day.

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

5  
6 10.3 A nurse who works an extra shift on a recognized holiday shall receive two and  
7 one-half (2 ½) times the hourly rate of pay for all hours worked. Trades will be  
8 exempt.

## 9 **ARTICLE 11. PROFESSIONAL DEVELOPMENT**

10  
11 11.1 The Hospital agrees to establish a continuing education reimbursement program for  
12 all nurses covered by this Agreement. This program shall apply as follows:

13  
14 11.1.1 The period for calculation of professional development shall be the year  
15 beginning July 1 through the following June 30 (the "calculation period").  
16 Each nurse under this Agreement shall be afforded the opportunity for  
17 reimbursement of course registration and materials, travel, meals and  
18 lodging expenses which are directly associated with such educational leave.  
19 Such reimbursement shall be determined by the department manager  
20 whose decision shall be final, provided, however, that such decision shall not  
21 be arbitrary or capricious. These educational days shall be distributed by  
22 the appropriate department head in as equitable a manner as possible. In  
23 the event of a dispute concerning the distribution of such days, the decision  
24 of the Nurse Executive shall be final, provided, however, that such decision  
25 shall not be arbitrary or capricious.

26  
27 11.1.2 If a nurse is scheduled to attend a class required by the Hospital, and the  
28 hours of the class coincide with a regularly scheduled shift or per hospital  
29 management, the class hours interfere with the nurse's schedule in such a  
30 way that such attendance causes the nurse to miss a portion of the regularly  
31 scheduled shift, the Hospital may offer the nurse additional reasonable work  
32 hours adjacent to the hours of the class, or be paid for the portion of the shift  
33 missed up to four (4) hours for each educational day. Any hours paid but not

1 worked under this provision will be paid at the nurse's regular rate of pay  
2 without premiums or differentials, and will not count toward the overtime pay  
3 calculation.  
4

5 11.1.3 Relief and per diem nurses who actually work 832 hours or more in the  
6 preceding twelve (12) months shall be entitled to receive up to \$200.00 per  
7 calculation period as reimbursement for the expenses associated with an  
8 educational leave. Part-time nurses shall be entitled to receive up to  
9 \$300.00 per calculation period as reimbursement for the expenses  
10 associated with such educational leave, and such nurses may also be  
11 granted up to thirty-two (32) hours paid educational leave per calculation  
12 period to attend programs approved by nursing administration. Full-time  
13 nurses shall be entitled to receive up to \$350.00 per calculation period as  
14 reimbursement for the expenses associated with such educational leave,  
15 and such nurses may also be granted up to forty (40) hours paid educational  
16 leave per calculation period to attend programs approved by nursing  
17 administration. A nurse who was regularly scheduled to work 32 to 35 hours  
18 per week on the date of this Agreement's ratification will be considered a full-  
19 time nurse for the purposes of this section, except that this sentence will not  
20 apply if the nurse thereafter changes FTE status. In all cases, approval for  
21 attendance at an educational program must be obtained in writing in  
22 advance of the date the actual educational leave occurs, and no retroactive  
23 applications will be granted by the Employer. The nurse shall be available to  
24 share the information learned with staff.  
25

26 11.1.4 During a calculation period, the total amount available for reimbursement of  
27 these expenses for nurses shall not exceed \$15,000.00. Prior to the end of  
28 the calculation period, the Nursing Practice Committee may approve  
29 additional funds to nurses who so request, if there are excess funds  
30 available.  
31

## 32 11.2 Orientation 33

34 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. Nurses may use paid educational leave for manager approved online learning. One hour of paid educational leave will be granted for each documented CEU completed. Verification(s) of no fewer than eight (8) CEUs may be submitted for reimbursement at any one time except at the end of the contract year. Online education may occur during work hours if approved by the manager/supervisor. The nurse must transfer time to Education/In-service time and may not be counted towards eligibility for overtime.

## **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 hospital convenience or hospital convenience on-call.

1 12.1.2 The Hospital will have a back-up staffing plan for low census units should  
2 the low census unit's activity increase.

3  
4 12.1.3 Given due consideration to the required skills, regular and per diem nurses  
5 on each unit may decide, by seniority or rotation, how the nurses will be  
6 selected to float.

7  
8 12.1.4 In order to be floated, a nurse must have been oriented or cross-trained, as  
9 defined below and in the body of the contract.

10  
11 12.1.5 Nurse Float Levels will be established by mutual agreement between the  
12 affected nurse and nursing management. If agreement cannot be reached,  
13 the issue shall be referred to the Nursing Practice Committee for resolution.

14  
15 a. Nurse Float Level 1: The nurse is fully oriented and cross-trained  
16 to the alternate unit and is able to function as a primary nurse on  
17 that unit (can take patient assignment).

18  
19 b. Nurse Float Level 2: The nurse is oriented to that unit and is cross-  
20 trained to be able to function as a secondary nurse (can take a  
21 limited assignment with designed assistance from a Core Unit  
22 Nurse).

23  
24 c. Nurse Float Level 3: The nurse is able to use basic RN skills to  
25 function in an assistive capacity only and, therefore, will have no  
26 patient assignment. Examples of assistive functions include taking  
27 off orders, answering call lights or telephones, feeding patients,  
28 transporting patients, patient admissions, patient baths or basic  
29 mobility assistance, blood transfusions and starting IVs.

30  
31 12.2 DEFINITIONS

32  
33 12.2.1 Oriented: The nurse has completed a program designed to teach the nurse  
34 the basic unit layout, routines, and equipment. Refresher orientation must

1 be completed as determined by the Hospital or if requested by a nurse who  
2 has not worked on the specified unit at least once during the preceding three  
3 (3) months. Nurses shall notify the Hospital if they require a refresher  
4 orientation and the Hospital shall work with the nurse to arrange such  
5 orientation.

6  
7 12.2.2 Cross-Trained: A nurse is considered cross-trained when the nurse has  
8 completed orientation as above and has had extended training program to  
9 meet the criteria for functioning as a primary or secondary nurse in the  
10 alternate unit.

11  
12 12.2.3 Primary Nurse: Any nurse who can function independently on the assigned  
13 unit. Each nurse is expected to function as a primary nurse in his/her core  
14 unit.

15  
16 12.2.4 Secondary Nurse: Any nurse who can function with assistance of a Core  
17 Unit Nurse in taking limited assignment mutually agreed upon by the  
18 secondary nurse and the Core Unit Nurse.

19  
20 12.2.5 Core Unit Nurse: A nurse who is working in the unit where the nurse is  
21 regularly assigned. This nurse may or may not be a Clinical Coordinator or  
22 Charge Nurse.

## 23 **ARTICLE 13. LEAVES OF ABSENCE**

24  
25 13.1 Leaves of absence may be granted by the department manager or his/her  
26 delegated representative when written application showing cause is submitted in  
27 advance. Leave of absence requests shall be submitted on the appropriate  
28 Hospital form pursuant to Hospital Policy. The Hospital form shall specify the  
29 type of leave requested and approved, any combination of paid time off benefits  
30 and unpaid time, and the status of return rights. Paid time off may be used for  
31 specific leaves, as specified by applicable statute or this Agreement, if the nurse  
32 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.

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

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

13.5 Unpaid Leaves:

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

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

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

13.5.4 Employee medical leaves of absence will be granted in accordance with

1 applicable medical leave law. Sick leave bank time may be used. A nurse  
2 returning from an approved medical leave of absence shall be returned to  
3 his/her position, if available, or to the first comparable available position in  
4 accordance with applicable medical leave law. Extensions of employee  
5 medical leaves of absence may be granted with mutually agreed upon  
6 return rights.

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

17  
18 13.5.6 Family leave shall be granted in accordance with applicable state and  
19 federal statute and Section 13.1 of this agreement. A nurse who returns  
20 from any unpaid portion of a leave of absence for family illness shall be  
21 returned to his/her position in accordance with applicable law.

## 22 23 13.6 Paid Leaves

24  
25 13.6.1 A regular nurse who has a death in the nurse's immediate family shall be  
26 granted a leave of absence at the hourly rate of pay for up to four (4) days,  
27 within thirty (30) calendar days after the time of the death, up to a  
28 maximum of thirty-six (36) hours, for the purpose of observing a period of  
29 mourning.

30  
31 13.6.1.1 'Immediate family' shall include any family member, as that term  
32 is defined in the Oregon Family Leave Act, and, if not included in  
33 that definition, siblings, grandparents, and grandchildren.

1 13.6.2 The Hospital will pay at the regular hourly rate all working hours lost by  
2 any nurse due to jury call or jury duty, or lost due to service as, or  
3 preparation to be, a witness called or subpoenaed by the Hospital (or  
4 called or subpoenaed by a government authority in a criminal proceeding)  
5 in any legal proceeding with respect to events involving the Hospital or  
6 occurring on Hospital property. Evening and night shift nurses serving as  
7 a witness or on jury duty as defined herein shall be relieved from work,  
8 and entitled to the same payment as the day shift nurses in the same  
9 circumstances.

10  
11 13.6.2.1 On any day as a witness or on jury duty a nurse is released early,  
12 the nurse must contact the nurse's supervisor to determine if the  
13 nurse is needed for the remainder of the work shift. Payment for  
14 service as a witness or for jury duty shall be turned over to the  
15 Hospital for any day the nurse is paid the nurse's full wage by the  
16 Hospital.

#### 17 **ARTICLE 14. TUITION REIMBURSEMENT**

18  
19 14.1 The Hospital will loan funds, in accordance with this article, to eligible nurses to  
20 finance direct expenses incurred in an approved education program for hospital-  
21 related occupations that will benefit both the nurse and the Hospital.

22  
23 14.1.1 Eligible nurses are all regular nurses who have been employed (or have  
24 tenure of) at least one (1) year at the Hospital.

25  
26 14.1.2 Direct expenses are tuition, required educationally-related user's fees (e.g.  
27 lab fees), and required textbooks. Funds may also be used for other  
28 educationally-related expenses such as child care and transportation,  
29 provided it is a direct consequence of the educational endeavor.

30  
31 14.1.3 Approved education programs are those which:

1 14.1.3.1 are offered at an accredited institution of higher education or  
2 vocational instruction;

3  
4 14.1.3.2 are directly related to a hospital-related occupation and deemed  
5 needed at the Hospital by Hospital Administration at the time of  
6 the request; an

7  
8 14.1.3.3 require at least one (1) academic term, quarter, or semester to  
9 complete.

10  
11 14.2 A full-time nurse may borrow up to \$2,000 a year or up to a maximum of \$4,000. A  
12 part-time nurse may borrow up to \$1,000 a year or up to a maximum of \$2,000.  
13 The Hospital will provide up to \$10,000 annually to fund the program on a first  
14 come, first served basis.

15  
16 14.3 Eligible nurses receiving a loan will be required to execute a promissory note to the  
17 Hospital. Attached to the note will be a schedule, acceptable to the Hospital, by  
18 which the course of instruction shall be completed. The note will become  
19 immediately payable if the nurse fails to:

20  
21 14.3.1 complete the course of instruction within the agreed upon schedule;

22  
23 14.3.2 achieve a passing grade in any class; or

24  
25 14.3.3 obtain any license or certification required to practice the nurse's new  
26 profession at the Hospital in a timely manner following completion of the  
27 course of study.

28  
29 14.4 The note will be forgiven at the rate of \$100 a month for full-time nurses for each  
30 month worked and \$50 a month for part-time nurses for each month worked,  
31 provided the nurse returns to (or is available for) regular full-time or part-time  
32 employment at the Hospital within two (2) months of successful completion of the  
33 agreed upon course of study.

1 14.5 If a nurse terminates Hospital employment for any reason before the end of the  
2 minimum employment sufficient to forgive the entire loan under 14.4, the balance of  
3 the loan will immediately become due.

4  
5 14.6 The Hospital shall provide for appropriate procedures to implement this program.

6  
7 14.7 The educational reimbursement policy of Samaritan Health Services will apply to  
8 Registered Nurses.

9 **ARTICLE 15. GRIEVANCE PROCEDURE**

10  
11 15.1 Definition. A grievance is defined as a difference of opinion concerning the  
12 application or interpretation of this Agreement. It is the express intent of the parties  
13 that grievances shall be resolved informally whenever possible and at the lowest  
14 possible step. Grievances may be, by written mutual consent of the parties,  
15 referred back for further consideration or advanced to a higher step.

16  
17 15.1.1 Dismissal grievances must be filed in writing within the first fourteen (14)  
18 days following the dismissal and shall be initially filed with the VP of Patient  
19 Care Services or designee.

20  
21 15.2 Procedure. Grievances shall be processed in the following manner:

22  
23 15.2.1 Step 1. The nurse or Association representative shall present the  
24 grievance, in writing, to the nurse's immediate supervisor within fourteen  
25 (14) calendar days of its occurrence or the date the nurse or Association  
26 knew or should have known of the grievance, whichever is later. The  
27 written grievance shall identify the provision of the Agreement which has  
28 allegedly been violated and shall state what happened to cause the  
29 grievance and the relief requested. The supervisor and the nurse shall  
30 then meet to attempt to adjust the matter within fourteen (14) calendar  
31 days from the date the grievance is received. The supervisor shall  
32 respond to the grievance, in writing, to the grievant and the Association  
33 representative within fourteen (14) days of the first step meeting.

1  
2 15.2.2 Step 2. If a grievance has not been settled between the affected nurse  
3 and the nurse's supervisor, it shall be presented in writing to the Nurse  
4 Executive by the Association representative within fourteen (14) calendar  
5 days after the supervisor's response at Step 1. The Nurse Executive shall  
6 meet with the grievant and an Association representative within fourteen  
7 (14) calendar days of receipt of the grievance and shall respond in writing  
8 to the grievant and Association representative within fourteen (14)  
9 calendar days after the Step 2 meeting.  
10

11 15.2.3 Step 3. If the grievance is unsettled after the reply of the Nurse Executive,  
12 the Association shall submit a written grievance to the Hospital  
13 Administrator or his designee within fourteen (14) calendar days of receipt  
14 of the Hospital's reply at Step 2. The Hospital Administrator or his  
15 designee shall meet with the grievant and Association representative  
16 within fourteen (14) calendar days of receipt of such grievance. The  
17 Hospital Administrator or designee shall respond to such grievance in  
18 writing within fourteen (14) calendar days of the Step 3 meeting.  
19

20 15.2.4 Step 4. If the grievance is still unsettled, the Association shall, within  
21 seven (7) calendar days of receipt of the decision of the Administrator,  
22 have the right to have the matter submitted to final and binding arbitration  
23 as provided herein. The parties shall first attempt to select an arbitrator  
24 who is mutually acceptable. If within ten (10) calendar days from the  
25 request for arbitration the parties are unable to agree upon an arbitrator,  
26 the Federal Mediation and Conciliation Service shall be requested to  
27 submit a list of seven (7) names. Both the Employer and the Association  
28 shall have the right to strike three (3) names from the list. The party  
29 requesting arbitration shall strike the first name and the other party shall  
30 then strike one (1) name. The process shall be repeated and the  
31 remaining person shall be the arbitrator. The designated arbitrator shall  
32 set a time and place for hearing which is agreeable to both parties.  
33 Expenses for the arbitration shall be borne equally by the Association and  
34 Hospital, and each party shall be responsible for compensating its own

representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

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

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

15.4 Arbitrator's Authority. The Arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter the provisions of this Agreement, and shall decide only the grievance presented. The Arbitrator's decision and award shall be based on the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The award of the Arbitrator shall be final and binding on the Employer, the Association and all employees involved.

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

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

1 15.6 Probationary Employees. A nurse suspended or terminated during the nurse's  
2 probationary period shall not be entitled to invoke the grievance and arbitration  
3 procedure to contest such suspension or termination.  
4

5 15.7 Election of Remedies. A nurse's election of any administrative or judicial  
6 proceeding in addition to this grievance procedure which involves any matter  
7 which is or might be alleged as a grievance under this Article shall relieve the  
8 Employer of any obligation to arbitrate such grievance. In such event, for  
9 purposes of the grievance procedure, the Employer's last response at Step 4  
10 shall be final and binding on all parties.

## 11 **ARTICLE 16. NURSING PRACTICE COMMITTEE**

12

13 16.1 A Nursing Practice Committee ("NPC") shall be established.  
14

15 16.2 The objectives of the NPC shall be:  
16

- 17 1. To consider constructively the practice of nurses;  
18
- 19 2. To work constructively for the improvement of patient care and nursing  
20 practice;  
21
- 22 3. To recommend to the hospital ways and means to improve patient care  
23 and assist in any changes they recommend; and  
24
- 25 4. To exclude grievances or any matters involving interpretation of this  
26 Agreement from its discussions.  
27

28 16.3 The NPC shall be composed of up to six (6) nurses appointed by the Association  
29 and up to six (6) managers appointed by the Hospital.  
30

31 16.4 The NPC shall schedule regular meetings not to exceed 12 meetings per year.  
32 The nurse members will be paid a maximum of two (2) hours at straight time to  
33 attend a meeting. Agenda and minutes will be kept.



1 16.4.1 A nurse member's attendance at an NPC meeting shall be on the nurse's  
2 unscheduled time or when the nurse's manager can excuse the nurse  
3 from scheduled work without interfering with patient care.  
4

5 16.4.2 Other nurses may attend meetings of the NPC on their own time, subject  
6 to meeting space. However, if the Hospital requires a nurse to attend an  
7 NPC meeting, the nurse will be paid for attending.  
8

9 16.5 The NPC will objectively recommend measures to improve patient care. The  
10 Hospital will consider such recommendations and will advise the NPC of action  
11 taken.

## 12 **ARTICLE 17. SENIORITY** 13

14 17.1 Seniority is defined as the length of time the employee has been continuously  
15 employed in the bargaining unit. An employee shall have no seniority during the  
16 initial probationary period, but upon successful completion of this probationary  
17 period, employment seniority shall be retroactive to the date of hire.  
18

19 17.2 Layoff. The following sequence will be used when the Hospital eliminates or  
20 reduces hours in a unit and shift.  
21

22 17.2.1 The Hospital will cease use of temporary agency employees in the unit  
23 and shift.  
24

25 17.2.2 Nurses in the unit and shift who are in their probationary period will be laid  
26 off.  
27

28 17.2.3 Volunteers from the unit and shift will be laid off to the extent of the hours  
29 to be reduced or eliminated.  
30

31 17.2.4 The Hospital will cease using per diem nurses in the unit and shift.  
32

33 17.2.5 The least senior nurse(s) in the unit and shift where the hours are to be

1 reduced or eliminated will be laid off from those hours.

2  
3 17.2.6 Nurses laid off or reduced under 17.2.5 may displace the least senior  
4 nurse in the Hospital, provided that the displacing nurse is qualified to  
5 perform the work of the displaced nurse. Both nurses will be considered  
6 to be on layoff for the purposes of 17.2.7.

7  
8 17.2.7 Recall from layoff shall be in the reverse order of layoff or hours reduction  
9 among the nurses from the unit and shift where the recall will occur.

10  
11 17.3 Vacancies. Nurses who apply in writing for posted bargaining unit positions will  
12 be given first opportunity for both advancement and shift preference within their  
13 areas of experience and qualifications in accordance with their seniority. Notice  
14 of vacancies shall be prominently posted for seven (7) calendar days.

15  
16 17.3.1 When a nurse is denied advancement or shift preference as set forth  
17 above, the reasons for denial shall be provided to the nurse in writing.

18  
19 17.4 A nurse shall lose all previous seniority credit and shall have the employment  
20 relationship severed if the nurse:

21  
22 17.4.1 Is laid off for a period of more than twelve (12) consecutive months; or

23  
24 17.4.2 Is off work due to illness or injury in excess of eighteen (18) consecutive  
25 months; provided, however, that this period may be extended by mutual  
26 agreement, in writing, between the Employer, the nurse, and the  
27 Association; or

28  
29 17.4.3 Is terminated from employment.

30  
31 17.5 Nurses assigned an 'inactive' status shall maintain all previously accrued  
32 seniority, but shall not accrue seniority benefits until they have returned to an  
33 active employment status. Nurses who are promoted outside the bargaining unit

1 but who remain continuously employed by the Hospital and later return to the  
2 bargaining unit will assume the same level of seniority previously enjoyed.

### 3 **ARTICLE 18. ASSOCIATION REPRESENTATIVE**

4  
5 18.1 Duly authorized representatives of the Association shall be permitted at all  
6 reasonable times to enter the Employer's facilities out of which the nurses work,  
7 for the purpose of transacting Association business and observing conditions  
8 under which the nurses are employed; provided, however, that (1) the visit shall  
9 be subject to general Hospital rules regarding non-employees, and (2) there is no  
10 interference with the work of any employees. Association representatives must  
11 inform the Human Resources Department in advance of the time and place of the  
12 visit. Approval shall not be unreasonably withheld.

13  
14 18.2 Hospital shall provide bulletin space in each nursing department. Such posting  
15 shall be dated and signed by the Association representative, and it shall be the  
16 responsibility of such representative to remove such notices in thirty (30)  
17 calendar days. Association materials shall be limited to posting on the  
18 designated bulletin board. Other materials may be posted with prior approval of  
19 the Human Resources Director. Association agrees that no notices shall be  
20 posted which are derogatory or inflammatory.

### 21 **ARTICLE 19. NON-DISCRIMINATION**

22  
23 19.1 Prohibition. The Association and Employer agree that the provisions of this  
24 Agreement shall be applied in accordance with applicable law equally to all  
25 nurses in the bargaining unit, without discrimination as to age, marital status,  
26 race, religion, color, sex, national origin, ancestry, union affiliation, sexual  
27 orientation, or disability. Reasonable accommodation will be made by the  
28 Association and by the Employer to enable any qualified handicapped nurse to  
29 safely and properly perform the duties of their job. Nothing in this Article,  
30 however, shall be construed to prohibit Employer actions taken because of bona  
31 fide occupational qualifications, or Employer business necessity.

1 19.2 Gender. All references to nurses in this Agreement designate both sexes.  
2 Whenever the male or female gender is used, it shall be construed to include  
3 both male and female employees.  
4

5 19.3 Association Affiliation. Neither the Association nor the Employer will unlawfully  
6 discriminate against any nurse because of the nurse's union membership or non-  
7 membership or because of lawful union activity.

## 8 **ARTICLE 20. SUCCESSORS**

9

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

## 18 **ARTICLE 21. RETIREMENT**

19

20 21.1 The hospital will offer nurses covered by this Agreement the opportunity to  
21 participate in the Samaritan Health Services 401(a) and 403(b) Plans offered to  
22 the majority of Hospital employees not covered by this Agreement in accordance  
23 with the plans' respective eligibility and other terms. For each eligible nurse who  
24 is participating in the 401(a) Plan, the Hospital will contribute to the Plan an  
25 amount equal to four percent of the nurse's base compensation plus four percent  
26 over the taxable wage base in accordance with the Plan's terms. Effective July  
27 1, 2010 for each eligible nurse hired on or before October 31, 2010 who is  
28 participating in the 403(b) Plan, the Hospital will match contributions by the nurse  
29 to the Plan, up to a maximum amount equal to three percent (3%) of the nurse's  
30 base compensation in accordance with the Plan's terms.

31  
32 Effective July 1, 2010 for each eligible nurse hired on or after November 1, 2010  
33 who is participating in the 403(b) Plan, the Hospital will match contributions by

1 the nurse to the Plan, up to a maximum amount equal to two percent (2%) of the  
2 nurse's base compensation in accordance with the Plan's terms.

## 3 **ARTICLE 22. WORK RULES**

4  
5 22.1 The parties recognize that the Employer is directly responsible to the public  
6 generally for the performance of the functions and services involved in operating  
7 the Employer's facilities. These responsibilities cannot be delegated. For this  
8 reason, it is jointly recognized that the Employer must retain broad authority to  
9 fulfill and implement its responsibilities and may do so by work rule, oral or  
10 written, whether such work rule now exists or may be promulgated in the future.

11  
12 22.1.1 It is agreed, however, that no existing or new work rule will be  
13 promulgated or implemented which is inconsistent with a specific  
14 provision of this Agreement. A provision of this Agreement will  
15 supersede a work rule where they are in apparent conflict, provided that  
16 the requirements of applicable federal and Oregon law will always be  
17 paramount.

18 22.1.2 All work rules which are now in existence shall be reduced to writing and  
19 will be furnished to the Association and to affected employees.

20 22.1.3 The Employer shall give the Association and employees no less than  
21 ten (10) calendar days advance notice of the implementation of any new  
22 work rule.

23  
24 22.2 The Employer's work rules shall include a procedure for employees to complain  
25 about harassment in the Employer's facilities.

## 26 **ARTICLE 23. SAVINGS CLAUSE**

27  
28 23.1 If any Article or Section of this Agreement, or of any riders thereto, should be  
29 held invalid by operation of law or by any tribunal of competent jurisdiction, or if  
30 compliance with or enforcement of any Article or Section should be restrained by  
31 such tribunal pending a final determination as to its validity, the remainder of this

1 Agreement and of any rider thereto, or the application of such Article or Section  
2 to persons or circumstances other than those as to which it has been held invalid  
3 or as to which compliance with or enforcement of has been restrained, shall not  
4 be affected thereby.

5  
6 23.2 In the event that any Article or Section is held invalid for enforcement, or  
7 compliance with which has been restrained, as above set forth, the parties  
8 affected thereby shall enter into immediate collective bargaining negotiations  
9 upon the request of the Association or Employer, for the purpose of arriving at a  
10 mutually satisfactory replacement within sixty (60) calendar days after the  
11 beginning of the period of invalidity or restraint. The remainder of this Agreement  
12 shall remain in full force and effect.

#### 13 **ARTICLE 24. DURATION AND TERMINATION**

14

15 After ratification by both the bargaining unit and Employer's Board of Directors, this  
16 Agreement shall be effective from the date of its ratification by the bargaining unit,  
17 except as otherwise provided in the Agreement, and shall remain in full force and effect  
18 until midnight June 30, 2012 , and from year to year thereafter unless either party  
19 provides written notice of a desire to reopen this Agreement for renegotiation or  
20 termination by providing written notice of such desire no less than ninety (90) calendar  
21 days prior to June 30, 2012 , or to any succeeding June 30 anniversary date thereafter.  
22 The notice of reopening or termination shall be effective only if the party giving notice to  
23 reopen or terminate commences negotiations within sixty (60) calendar days of such  
24 notice. Negotiations shall be deemed to have commenced if, within the above  
25 mentioned time limit, the party reopening the Agreement has provided the other party  
26 with a written copy of its first proposal, or the parties have met at a mutually agreeable  
27 time, date, and location and conducted their first negotiation session.

1 Dated this 13 day of December, 2010

2

3 OREGON NURSES ASSOCIATION

SAMARITAN PACIFIC HEALTH  
SERVICES, INC.

By: 

Sean Butler, RN Chairperson

By: 

David Bigelow, CEO

By: 

Lenora Way, RN

By: 

Melissa Swancut, VP Patient Care

By: 

Willow Skye, RN

By: 

Lori Bolton, HR Director

By: 

Raymond Moore, RN

By: 

Emily Anthony, Nurse Manager

By: 

Dani Kay, RN

By: 

Terri McCulley, RN

By: 

Christine Hauck, ONA Labor Relations Representative

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<br>Annuity Plan |
| 3. | Article 8. Health and Welfare | Employee premium contribution for<br>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.

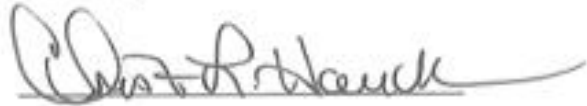
Transitions will be processed only once every four pay periods. Benefits Hour tallies for nurses covered under this agreement will be provided to ONA after any transitions are processed.

For Samaritan Communities Hospital



Date 12-13-10

For Oregon Nurses Association



Date 12/13/10

## APPENDIX B

<b>Samaritan Health Services 2011 Rates</b>		<b>Grandfathered P-ONA</b>	
<b>MEDICAL &amp; PHARMACY ONA - STANDARD</b>		<b>Employee Mo Rates</b>	<b>Employee Bi- Weekly</b>
EMPLOYEE - FT (0.8 to 1.0 FTE)		\$0.00	\$0.00
EMPLOYEE - PT (0.5 to 0.79 FTE)		\$0.00	\$0.00
EMP & SPOUSE - FT (0.8 to 1.0 FTE)		\$196.08	\$90.50
EMP & SPOUSE - PT (0.5 to 0.79 FTE)		\$247.67	\$114.31
EMP & CHILDREN - FT (0.8 to 1.0 FTE)		\$163.41	\$75.42
EMP & CHILDREN - PT (0.5 to 0.79 FTE)		\$196.08	\$90.50
FAMILY - FT (0.8 to 1.0 FTE)		\$273.53	\$126.24
FAMILY - PT (0.5 to 0.79 FTE)		\$344.79	\$159.13
<b>DENTAL/VISION ONA - STANDARD</b>		<b>Employee Mo Rates</b>	<b>Employee Bi- Weekly</b>
EMPLOYEE - FT (0.8 to 1.0 FTE)		\$0.00	\$0.00
EMPLOYEE - PT (0.5 to 0.79 FTE)		\$0.00	\$0.00
EMP & SPOUSE - FT (0.8 to 1.0 FTE)		\$32.45	\$14.98
EMP & SPOUSE - PT (0.5 to 0.79 FTE)		\$38.90	\$17.95
EMP & CHILDREN - FT (0.8 to 1.0 FTE)		\$26.98	\$12.45
EMP & CHILDREN - PT (0.5 to 0.79 FTE)		\$32.35	\$14.93
FAMILY - FT (0.8 to 1.0 FTE)		\$42.75	\$19.73
FAMILY - PT (0.5 to 0.79 FTE)		\$51.28	\$23.67
<b>MEDICAL &amp; PHARMACY HIGH DEDUCTIBLE PLAN</b>		<b>Employee Mo Rates</b>	<b>Employee Bi- Weekly</b>
EMPLOYEE - FT (0.8 to 1.0 FTE)		\$0.00	\$0.00
EMPLOYEE - PT (0.5 to 0.79 FTE)		\$0.00	\$0.00
EMP & SPOUSE - FT (0.8 to 1.0 FTE)		\$145.18	\$67.01
EMP & SPOUSE - PT (0.5 to 0.79 FTE)		\$193.57	\$89.34
EMP & CHILDREN - FT (0.8 to 1.0 FTE)		\$120.76	\$55.74
EMP & CHILDREN - PT (0.5 to 0.79 FTE)		\$161.03	\$74.32
FAMILY - FT (0.8 to 1.0 FTE)		\$191.43	\$88.35
FAMILY - PT (0.5 to 0.79 FTE)		\$255.27	\$117.82

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 2010 Rates

New Employees hired  
11/1/10 and later

<b>MEDICAL &amp; PHARMACY TRADITIONAL PLAN</b>	<b>Employee Mo Rates</b>	<b>Employee Bi-Weekly</b>
EMPLOYEE - 0.9 to 1.0 FTE	\$0.00	\$0.00
EMPLOYEE - 0.8 to 0.89 FTE	\$0.00	\$0.00
EMPLOYEE - 0.5 to 0.79 FTE	\$136.60	\$63.05
EMP & SPOUSE - 0.9 to 1.0 FTE	\$185.22	\$85.49
EMP & SPOUSE - 0.8 to 0.89 FTE	\$231.53	\$106.86
EMP & SPOUSE - 0.5 to 0.79 FTE	\$308.70	\$142.48
EMP & CHILDREN - 0.9 to 1.0 FTE	\$154.07	\$71.11
EMP & CHILDREN - 0.8 FTE	\$192.59	\$88.89
EMP & CHILDREN - 0.5 to 0.79 FTE	\$256.79	\$118.52
FAMILY - 0.9 to 1.0 FTE	\$244.24	\$112.73
FAMILY - 0.8 to 0.89 FTE	\$305.30	\$140.91
FAMILY - 0.5 to 0.79 FTE	\$407.07	\$187.88

<b>DENTAL/VISION</b>	<b>Employee Mo Rates</b>	<b>Employee Bi-Weekly</b>
EMPLOYEE - FT (0.8 to 1.0 FTE)	\$0.00	\$0.00
EMPLOYEE - PT (0.5 to 0.79 FTE)	\$0.00	\$0.00
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$29.50	\$13.62
EMP & SPOUSE - PT (0.5 to 0.79 FTE)	\$35.36	\$16.32
EMP & CHILDREN - FT (0.8 to 1.0 FTE)	\$24.53	\$11.32
EMP & CHILDREN - PT (0.5 to 0.79 FTE)	\$29.41	\$13.57
FAMILY - FT (0.8 to 1.0 FTE)	\$38.86	\$17.94
FAMILY - PT (0.5 to 0.79 FTE)	\$46.62	\$21.52

<b>SCP HIGH DEDUCTIBLE 2010 PREMIUM RATES</b>		
<b>MEDICAL &amp; PHARMACY</b>	<b>Employee Mo Rates</b>	<b>Employee Bi Weekly</b>
EMPLOYEE - FT (0.8 to 1.0 FTE)	\$0.00	\$0.00
EMPLOYEE - PT (0.5 to 0.79 FTE)	\$0.00	\$0.00
EMP & SPOUSE - FT (0.8 to 1.0 FTE)	\$131.98	\$60.91
EMP & SPOUSE - PT (0.5 to 0.79 FTE)	\$175.97	\$81.22
EMP & CHILDREN - FT (0.8 to 1.0 FTE)	\$109.78	\$50.67
EMP & CHILDREN - PT (0.5 to 0.79 FTE)	\$146.39	\$67.56
FAMILY - FT (0.8 to 1.0 FTE)	\$174.03	\$80.32
FAMILY - PT (0.5 to 0.79 FTE)	\$232.06	\$107.10

IMPORTANT NOTE: EMPLOYEES MAY OPT OUT OF THE  
MEDICAL/PHARMACY BENEFIT (WITH PROOF OF OTHER INSURANCE)  
AND RECEIVE \$55.39 PER PAY PERIOD.

EMPLOYEES COVERED UNDER TRICARE AND MEDICARE ARE NOT ELIGIBLE FOR THE  
OPT OUT CREDIT

1                                   **CONTRACT RECEIPT FORM**

2                                   *(Please fill out neatly and completely.)*

3                                   Return to Oregon Nurses Association,

4                                   18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498

5                                   or by Fax 503-293-0013. Thank you.

6  
7   Your Name:\_\_\_\_\_

8  
9   *I certify that I have received a copy of the ONA Collective Bargaining*  
10 *Agreement with Samaritan Pacific Health Services, Inc., 2010 -2012*

11  
12 Signature:\_\_\_\_\_

13  
14  
15 Today's Date:\_\_\_\_\_

16  
17 Your Mailing Address\_\_\_\_\_

18 \_\_\_\_\_

19 \_\_\_\_\_

20  
21 Home Phone:\_\_\_\_\_ Work Phone:\_\_\_\_\_

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

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

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