

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

CASCADE HEALTH

July 1, 2019

through

June 30, ~~2022~~ 2025

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AGREEMENT

THIS AGREEMENT by and between CASCADE HEALTH of Eugene, Oregon, hereinafter referred to as "Employer", and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association,"

WITNESSETH:

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between Employer and its professional nurses which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment and communication, to the end that the dedicated common objective of superior patient care may be harmoniously obtained and consistently maintained.

For and in consideration of the mutual covenants and undertakings herein contained, Employer and Association do hereby agree as follows:

ARTICLE 1 — RECOGNITION AND MEMBERSHIP

1.1 Bargaining unit. Employer recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work, and other conditions of employment. The nurses covered by this Agreement are those employees who can legally practice as registered nurses and licensed practical nurses and who perform Home Health, Hospice, or Hospice House nursing services but excluding supervisors as defined by the National Labor Relations Act.

1.2 Freedom of choice. Nurses are free to join or not join the Association based on their own choosing.

1.2.1 Dues checkoff. The Employer will agree to deduct monthly membership dues from the nurses who choose to become members of the Association. The amount to be deducted shall be certified by the Association and the Association agrees to hold harmless the Employer for any errors arising out of this provision.

1.3 Professional encouragement. The Employer encourages nurses to be actively involved in the professional activities of their professional organization.

ARTICLE 2 — ASSOCIATION REPRESENTATION

1 **2.1 Access to premises.** Duly authorized representatives of the Association shall
2 be permitted at all reasonable times to enter the facilities operated by the Employer for
3 purposes of transacting Association business and observing conditions under which nurses
4 are employed; provided, however, that Association's representative shall, upon arrival at
5 the Employer, notify the Director of Human Resources or designee of the intent to transact
6 Association business. This access shall include attendance at any grievance, disciplinary,
7 or investigatory meeting which could lead to discipline with the consent of the participating
8 bargaining unit nurse(s). Transaction of any business shall be conducted in an appropriate
9 location subject to general Employer rules applicable to non-employees and shall not
10 interfere with the work of the employees.

11
12 **2.2 Orientation of newly hired nurses.** The Employer shall notify the chairperson
13 of the Association bargaining unit, or the chairperson's designee, of all nurses newly hired
14 into bargaining unit positions. The representative shall be provided access to these nurses
15 for up to thirty (30) minutes at a mutually agreeable time for the chairperson and the new
16 nurse to discuss Association membership.

17
18 **2.3 Association representation.** An Association grievance representative may
19 attend a disciplinary, investigatory meeting that could lead to discipline, or grievance
20 meeting between the aggrieved nurse and the Employer without loss of pay. All other
21 activities of nurse representatives shall occur on personal time. One (1) bargaining
22 representative from each department will be allowed off a regularly scheduled shift to
23 attend bargaining sessions between the Employer and the Association. Within thirty days of
24 the ratification of this Agreement, a nurse may donate a specified number of hours of their
25 ~~her/his~~ accrued earned leave to a bargaining representative. Donated hours are irrevocable
26 and will be transferred by the Employer to nurse representatives as designated by the
27 Association.

28
29 **2.4 Rosters.** Within thirty (30) days after the execution date of this Agreement, the
30 Employer shall provide the local and state Association with a list of bargaining unit nurses
31 showing the nurse's name (first, last, and middle), address (street, city, state, and zip code),
32 RN license number, telephone number (if not unlisted), position, department , status, date

1 of birth, and date of hire and will continue to provide it on a monthly basis, unless there is
2 no change in the roster from the previous month.

3
4 **2.5 Distribution of Agreement.** The Association agrees to make available to each
5 new nurse a copy of this Agreement and any subsequent addendum.

6
7 **2.6 Bulletin boards.** The Employer shall continue to provide reasonable space for
8 posting of Association information on a bulletin board where bargaining unit nurses work.

9
ARTICLE 3 — BARGAINING UNIT EMPLOYEE DEFINITIONS

10 **3.1 Nurse.** A nurse is a registered professional nurse or licensed practical nurse
11 currently licensed to practice professional nursing in Oregon.

12
13 **3.2 Staff nurse.** A staff nurse is a registered professional nurse or a licensed
14 practical nurse who is responsible for the direct and indirect nursing care within Home
15 Health, Hospice and the Pete Moore Hospice House under the supervision of a nurse
16 manager.

17
18 **3.3 Weekend triage nurse.** A weekend triage nurse is a staff nurse who is
19 scheduled or designated to be primary responder to all incoming Hospice and Home
20 Health calls, in addition to their regular work assignment. They will be responsible for
21 assuring that all calls are addressed, and patient needs are met.

22
23 **3.4 Probationary nurse.** Nurses shall be considered probationary
24 employees during the first six (6) months from the date of employment. The probationary
25 period may be extended upon mutual consent of the Association and the Employer. During
26 the probationary period, a nurse may be dismissed without recourse to the grievance
27 procedure. The manager will provide the nurse with regular feedback regarding progress
28 and expectations throughout the introductory trial service period. At the conclusion of the
29 probation period, the nurse will receive a written six (6) month probation performance
30 appraisal.

31
32 **3.5 Regular nurse.** A regular nurse is one who is regularly employed to work a
33 predetermined work schedule of twenty-four (24) or more hours per workweek.

1 **3.6 Resource nurse.** A resource nurse is employed to work on an intermittent
2 basis without a master schedule or a predetermined work schedule of less than twenty-four
3 (24) hours per workweek. Resource nurses in Home Health, Hospice and the Pete Moore
4 Hospice House without a master schedule may be required as a condition of continued
5 employment to be available to work a minimum of four (4) shifts per month, two (2) of which
6 shall be weekend shifts, based on departmental needs.

7
8 **3.7 Benefited employee.** Benefit eligibility varies by employee definition.

9 **3.7.1 Regular nurse benefits.** Any nurse designated as a regular nurse
10 shall accumulate and receive all fringe benefits as provided in this Agreement
11 when the nurse becomes, and so long as the nurse remains, a regular employee.

12
13 **3.7.2 Resource nurse benefits.** Nurses in this category receive a pay
14 differential and are, therefore, ineligible for Earned Leave, and Employer-
15 provided Medical/Vision, Dental, Life, Long Term Disability Insurance and other
16 fringe benefits.

17
18 **3.7.3 Benefits following status change.** Regular nurses who transfer to
19 resource status will cash out their previously accumulated Earned Leave at the
20 time of their status change. Earned Leave accrual, Medical/Vision, Dental, Life,
21 Long Term Disability Insurance and other fringe benefits shall terminate.

22 **ARTICLE 4 — EQUALITY OF EMPLOYMENT OPPORTUNITY**

23 **4.1 Non-discrimination.** There shall be no discrimination by the Employer against
24 any nurse because of gender, sexual orientation, race, creed, color, national origin, age,
25 political activity, nor matters forbidden by ORS 659.400 et. seq.

26
27 **4.2 Association membership and activities.** There shall be no discrimination by
28 the Employer or the Association against any nurse because of membership or non-
29 membership in, or activity on behalf of, the Association provided that such activity does not
30 interfere with the nurse's regular duties or the regular duties of co-workers.

ARTICLE 5 — EMPLOYMENT STATUS

1 **5.1 Discipline and discharge.** The Employer shall have the right to discipline,
2 suspend, and discharge nurses for proper cause.

3
4 **5.2 Right to representation.** In any investigatory meeting which may lead to
5 disciplinary action or discharge of any nurse, or in any meeting to inform a nurse of
6 discipline, the nurse has the right to request Association representation.

7
8 **5.3** Disciplinary communication and documentation. Each step of the disciplinary
9 process shall be documented on a Corrective Action form. The written document shall
10 be placed in the nurse's personnel file and a copy of the document shall be provided to
11 the nurse at the time it is administered. When a nurse is suspended or discharged, such
12 written notice shall contain the following message: "You have a right to contact and be
13 represented by Oregon Nurses Association in an appeal of this action."
14 Employee/manager communications shall reflect mutual professional respect.

15
16 **5.4 Notice of resignation.** The Employer requires that nurses give thirty (30)
17 calendar days advance notice of resignation in order to preserve the continuity of patient
18 care. Less than thirty (30) calendar days advance notice may cause forfeiture of
19 accumulated Earned Leave, not to exceed the nurse's scheduled days of work during this
20 period of time.

21
22 Earned Leave shall not be forfeited if the employee is unable to work the notice period
23 due to medical disability or if there is mutual agreement between the Employer and the
24 employee on a reduced period of notice.

25
26 **5.5 Personnel files.** Nurses' personnel records shall be made available to them
27 upon request to the Human Resources Department. Nurses shall have the right to respond
28 in writing to disciplinary actions and such documents shall be placed in the personnel file
29 upon request. Disciplinary records shall be removed from the nurse's personnel file, upon
30 request, two years following the infraction if no similar subsequent discipline or related
31 pattern of performance deficiency has been recorded.

ARTICLE 6 — MANAGEMENT RIGHTS

1 **6.1 Management rights.** Except for those specific modifications to rights made by
2 the terms of this Agreement, the Employer retains all rights to direct and control the affairs
3 of the Employer in all particulars, to exercise sole and exclusive discretion, and take
4 unilateral action on all matters, whatever may be the effect upon employment, which shall
5 include but not be limited to the following:

- 6 1. The types of health care services provided by the Employer.
7
- 8 2. The size and location of the Employer, the number of specific
9 departments and change therein.
10
- 11 3. The means of providing health care services as required by state
12 licensure, standards of care, the practice of the Medical Staff and the welfare of
13 the patients.
14
- 15 4. Technological change.
16
- 17 5. The overall organization of Employer activities.
18
- 19 6. Control of the quality of services and work assignments.
20
- 21 7. Acquisition, design, and control of Employer property.
22
- 23 8. The safety of patients, personnel, and the protection of property.
24
- 25 9. Charges for services and other relationships between patients and
26 the administration or governing board of the Employer.
27
- 28 10. Determination that a period of emergency exists in the Employer.
29
- 30 11. The designation of supervisory employees as agents of Employer
31 management and the delegation of authority to them.

12. Selection of qualified employees for hire, scheduling, promotion, demotion, laying off, transfer, discipline, and discharge for proper cause.

6.2 Scope of agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Association and the rights of any employee covered by this Agreement and shall supersede all previous oral and written agreements between the Employer and the employees.

6.3 Non-grievable. It is expressly understood that the non-contractual provisions and subject matter set forth in the last sentence of 6.2 and Article 17.3 are not subject to the grievance procedure.

ARTICLE 7 — GRIEVANCE PROCEDURE

7.1 When applicable. This Article shall be applicable to resolve any grievance or dispute regarding an allegation by the Association that the Employer has violated a specific provision of contract language contained within this Agreement.

7.2 Grievance procedure.

STEP 1. Within fourteen (14) calendar days after the first occurrence, or the nurse's first knowledge, or in the normal course of events, should have had knowledge, of a situation, condition or action giving rise to the grievance, the nurse may present and discuss the grievance with the appropriate Nurse Manager. If this person is unavailable within the specified timeframe or if the nurse expresses serious reservations about having to appear before this person, the nurse may go directly to Step 2.

STEP 2. If the grievance is not satisfactorily resolved within seven (7) calendar days after the discussion at Step 1, the nurse may present and discuss the grievance with the clinical services director. During the course of discussions at this level, the clinical services director will require that the grievance be reduced to writing. The written grievance shall specify the provision of the Agreement violated and the remedy requested. The clinical services director shall respond within fourteen (14) calendar days from receipt of grievance. If this

1 person is unavailable within the specified timeframe or if the nurse expresses
2 serious reservations about having to appear before this person, the nurse may
3 go directly to Step 3.

4
5 **STEP 3.** If the grievance is not satisfactorily resolved at Step 2, within
6 fourteen (14) calendar days, the nurse may present and discuss the grievance
7 with the chief executive officer or designee. The chief executive officer or
8 designee shall respond within fourteen (14) calendar days from receipt of the
9 grievance.

10
11 **STEP 4.** If a satisfactory settlement is not reached at Step 3, within
12 fourteen (14) calendar days after the Employer decision at Step 3, the matter
13 may be submitted to an impartial arbitrator for determination.

14
15 **7.3 Association grievance.** Any Association grievance will be filed at Step 2 of the
16 grievance process within the same fourteen (14) calendar day limitation as applies to
17 nurses in Step 1.

18
19 **7.4 Arbitration procedure.** The arbitrator shall be chosen from a list submitted by
20 the Federal Mediation and Conciliation Service by the parties alternately striking one name
21 each from the list (the first strike determined by the flip of a coin) and the last name
22 remaining shall be the impartial arbitrator. The arbitrator shall have no power to add to, or
23 subtract from, or to change any of the terms or conditions of this Agreement. The decision
24 of the arbitrator shall be final and binding on the parties. The expenses of any arbitration
25 shall be shared equally by the Employer and the Association. However, each party shall
26 bear its own expenses of representation and witnesses.

27 **ARTICLE 8 — WORK SCHEDULE**

28 **8.1 Work day.** For Home Health and Hospice nurses, eight (8) consecutive hours
29 shall constitute the basic work day duration for all bargaining unit positions, excluding lunch.
30 Work days of other duration may be established with Association consent or may be
31 continued as they are otherwise provided for in this Agreement or are currently in place. All
32 bargaining unit nurses shall be scheduled to work during day shift with a starting time as
33 described in Section 8.1.1 (1). For Pete Moore Hospice House nurses, twelve (12) or eight

(8) consecutive hours shall constitute the basic work day duration, excluding lunch. Pete Moore Hospice House nurse shall be scheduled to work either day, evening, or night shift.

8.1.1 Work day

1. Shift starting time. For Home Health and Hospice nurses, the shift shall begin with the first patient visit or when the nurse first reports to the office, at a mutually agreed upon start time for each position. In the event that the manager and employee cannot come to an agreement, the start time will be 0800. For twelve (12) hour Pete Moore Hospice House nurses, the day shift will begin at 0700 and the night shift will begin at 1900. For eight (8) hour Pete Moore Hospice House nurses, the day shift shall begin at 0700, the evening shift at 1500, and the night shift at 2300.

2. Shift ending time. For Home Health and Hospice nurses, the nurse's shift ends when the nurse has completed the day's work as assigned by the nurse manager or designee. All nurses are required to confirm with the nurse manager in person or by telephone any changes in their days work assignment before they leave the office. For twelve (12) hour Pete Moore Hospice House nurses, the day shift will end at 1930 and the night shift will end at 0730. For eight (8) hour Pete Moore Hospice House nurses, the day shift shall end at 1530, the evening shift at 2330, and the night shift at 0730.

3. At home work. If a Home Health or Hospice nurse chooses to perform work at ~~their~~~~her/his~~ private residence, ~~they~~~~she/he~~ will notify the nurses manager or designee and ensure that critical patient information is turned in in an appropriate and timely manner. Nurses will not perform any work off the clock and will accurately report all hours worked, without regard for where the work occurs.

4. Mid-shift time off. Hours of work shall be consecutive, except for the intervention of the meal period. A Home Health or Hospice nurse may request and, at the Employer's discretion, be granted time off the clock for personal reasons mid-shift. The Home Health or Hospice nurse must waive any premium or differential pay resulting from such schedule

1 change, and the change must not prevent the completion of the nurse's
2 assigned shift duties.

3
4 **8.1.2 Meal and rest periods.** Nurses shall receive an unpaid meal

5 period of one-half (1/2) hour during their work day. They shall also receive one
6 (1) fifteen (15) minute paid rest period for each four (4) hours of work during their
7 work day. The Employer shall arrange for coverage if break relief is necessary. If
8 a Pete Moore Hospice House nurse is not able to take a one-half (1/2) hour
9 uninterrupted meal period, the nurse will be paid for this thirty (30) minutes.

10 During the unpaid meal period, the nurse is on ~~their~~his/her own time. If a Pete
11 Moore Hospice House nurse is the only nurse scheduled for a given shift,
12 ~~they~~she/he must remain within the facility during meal and rest periods. It is the
13 goal of both parties that the meal period shall occur during the middle four (4)
14 hours of the nurse's work day whenever practical, but in no case later than six (6)
15 hours after the beginning of the shift. Rest periods may be allowed in conjunction
16 with the meal period or combined and taken separately from the meal period.
17 Nothing in this section is intended to require any change in nurses' current meal
18 and rest period arrangements without the mutual consent of the nurse and the
19 Employer, as long as those arrangements meet legal requirements.

20
21 **8.2 Work week.** The basic work period shall be forty (40) hours per work week,
22 from 0001 hours on Sunday through 2400 hours on Saturday.

23
24 **8.3 Weekend off.** Regular float nurses shall normally be scheduled to receive
25 every other weekend off. Home Health and Hospice case managers will not normally be
26 scheduled to work on weekends. This would exclude those who are on-call or nurses who
27 have posted positions that include regular weekend coverage. The nurse, Employer, and
28 Association, however, may agree to alternate weekend off patterns by alteration of position
29 weekend master schedules (e.g. change from every other weekend to every third weekend
30 scheduling, and vice versa). The parties must agree to such an adjustment of master
31 schedules in writing prior to implementation. A weekend shall be defined as the calendar
32 days of Saturday and Sunday.

1 **8.4 Weekend off waiver.** The above provision concerning weekends off may be
2 waived upon written request of an individual nurse and the agreement of the nurse
3 manager. Such waivers may be revoked by the nurse upon giving written notice by the first
4 of the month, and the change shall take effect with the next regular posting of work
5 schedules. The Employer shall furnish a copy of such written waiver to the nurse
6 representative designated by the Association for such purpose.

7
8 **8.5 Schedules.** Master position schedules shall be posted designating specific days
9 of the week for each position. These shall be permanent schedules. Regular nurses shall
10 normally be scheduled to receive a minimum of every other weekend off. Schedule posting
11 of resource and vacation schedules shall be done in a timely manner on a routine basis.

12 **8.5.1 Alteration of schedule.** After a schedule is approved for each
13 personnel category, a nurse's schedule shall not be altered without agreement by
14 the nurse. If mutual agreement cannot be reached, and the Employer has no
15 reasonable alternative to achieve the needed staffing, the Employer may require
16 a nurse to work the revised schedule, providing that such additions may not
17 exceed the nurse's regular position work schedule. If a permanent schedule
18 change is necessary to meet patient care needs, the employer will give the nurse
19 a thirty (30) day notice prior to implementing the change. Such changes in posted
20 schedules shall be made among nurses on a rotating basis to the fullest extent
21 possible. Any nurse who feels that the nurse has been improperly treated in this
22 process may grieve such improper treatment. When unmet patient care
23 coverage needs arise, nurses trained to work in two departments may be
24 assigned to work in an alternate department during their regularly scheduled
25 shift. Nurses who work in this capacity will be eligible for a float differential.

26
27 **8.6 Shift replacement.** A nurse may have a pre-scheduled shift off by finding a
28 qualified replacement to work providing that {1} the nurse manager receives and acknow-
29 ledges written notification not less than twelve (12) hours prior to the shift to be worked; and
30 {2} no overtime or premium pay results from the schedule change, with the following
31 exception: resource staff may not be utilized for such replacement without the nurse
32 manager's consent. This provision is intended for those occasional times when a nurse has
33 been unable to plan and request time off prior to the posting of schedules. Once approval
34 has been granted it will not be rescinded.

1 **8.7 Report pay.** Nurses who are scheduled to report for work, and who are
2 permitted to come to work without receiving prior notice that no work is available in their
3 regular assignment, shall perform any nursing work to which they may be assigned and for
4 which the nurse is qualified. When the Employer is unable to utilize such nurse and the
5 reason for lack of work is within the control of the Employer, the nurse shall be paid an
6 amount equivalent to two (2) hours times the straight time hourly rate plus applicable shift
7 differential; provided that a nurse who was scheduled to work less than two (2) hours on
8 such day shall be paid for the nurse's regularly scheduled number of hours of work for
9 reporting and not being put to work through no fault of the nurse's own. The provisions of
10 this section shall not apply if the lack of work is not within the control of the Employer, or if
11 the Employer makes a reasonable effort to notify the nurse by telephone not to report for
12 work at least two (2) hours before the nurse's scheduled time to work.

13
14 It shall be the responsibility of the nurse to notify the Employer of the nurse's current
15 address and telephone number. Failure to do so shall preclude the Employer from the
16 notification requirements and the payment of the above minimum guarantee.

17
18 **8.8 Equitable offer of resource work.** The Employer shall attempt to provide
19 equitable distribution of pre-scheduled resource shifts among qualified, available nurses.

20
21 **8.9 Voluntary Shifts.** Shifts in addition to a nurse's master schedule cannot
22 result in overtime and must be approved in advance by the manager.

23 a. Regular and resource nurses from a department other than the Pete
24 Moore Hospice House, who with manager approval have been formally cross-
25 trained, may volunteer for shifts in the Pete Moore Hospice House, ~~but cannot~~
26 ~~be mandatorily required to work any shift(s) in that department.~~

27
28 b. Regular nurses from Home Health or Hospice may voluntarily accept
29 shift(s) to replace an on-call nurse. Resource nurses from Home Health or
30 Hospice may accept on-call shift(s) if departmental staffing needs allow.

31
32 c. Qualified on-call nurses can accept a resource position in any
33 department, to provide coverage on scheduled days off, as long as their primary
34 on-call position role is not compromised.

8.10 On-call positions. The Employer shall create and maintain two scheduled on-call positions within the following guidelines. Two on-call nurse positions will share all call responsibilities for the Home Health and Hospice departments. Each nurse will work an alternate schedule of providing seven days of call coverage, followed by seven days off duty. This schedule ~~would~~will be rotated for the entire year. Hours of coverage provided by the on-call nurses when on duty will include:

- Wednesday, 1630 thru Thursday, ~~0800~~0830
- Thursday, 1630 thru Friday, ~~0800~~0830
- Friday, 1630 thru Saturday, ~~0800~~0830
- Saturday, 1630 thru Sunday, ~~0800~~0830
- Sunday, 1630 thru Monday, ~~0800~~0830
- Monday, 1630 thru Tuesday, ~~0800~~0830
- Tuesday, 1630 thru Wednesday, ~~0800~~0830

All on-call shifts will be calculated from the date started, even though it covers portions of two calendar days. Payroll documentation must be completed in a manner to assure proper compensation.

8.10.1 Self-Scheduling. To afford maximum flexibility, the on-call nurses will self-schedule to cover shifts, including any alternative number of days in a pay period. On-call nurses may voluntarily adjust their schedule after posting in coordination with the other on-call nurse. If the on-call nurses are unable to reach agreement on a schedule, the nurse manager will make the final decision. All schedule adjustments must be communicated in advance to the nurse manager. On-call nurses earned leave use will be covered by the back-up call system as outlined in 8.11.

8.10.2 Additional shifts. The on-call nurse will be able to work additional shifts as a resource nurse, as long as ~~they~~she/he coordinates ~~s~~ this with the responsible nurse manager and compl~~y~~ies with Employer policies that apply to resource nurses.

8.10.3 Unexpected assistance needs. If the on-call nurse reports to work, but then is unable to complete the shift, or experiences an overload, the nurse will call the manager who will arrange for coverage of the remainder of the shift using the current rotational system. Once a nurse is called in on an

1 emergency basis, ~~her/his~~their name will be rotated to the bottom of the rotational
2 list.

3 **8.10.4 Work assignments.** The Employer shall maintain the right to
4 assign patient care visits for existing patients or admission evaluations for new
5 patients during an on-call shift in those circumstances that are deemed critical
6 and/or time sensitive based on the patient's medical condition and needs. The
7 Employer will make every reasonable effort to assign such visits at the beginning
8 of the on-call shift. On-call nurses may also be assigned department or quality
9 improvement-related tasks.

10
11 **8.10.5 Position vacancies.** If the Employer is unable to fill either of
12 these positions, the Employer and the Association agree to revert back to the
13 previous on-call coverage structure until such time as both on-call positions are
14 filled. During a position vacancy, nurses shall be allowed to sign up for an on-call
15 shift immediately preceding their regularly scheduled shifts. The nurse shall not
16 be required to use Earned Leave for the scheduled hours not worked as
17 described in §8.11.3. If the Employer ever decides it needs to eliminate the on-
18 call nurse positions, it shall notify the Association at least thirty (30) days in
19 advance and meet upon request to discuss such action.

20
21 **8.11 Back-up call coverage.** Regularly scheduled Home Health and Hospice
22 case manager or float registered nurses will provide back-up on-call coverage in the
23 case of emergencies or sickness that the on-call nurse partner is unable to cover, or
24 when an on-call position is vacant. Resource Home Health and resource Hospice, and
25 all Pete Moore Hospice House nurses will not be required to participate in back-up on-
26 call coverage duties.

27 **8.11.1 Regular nurse rotating schedule.** Emergency back-up on-call
28 status shall be scheduled on a rotating basis among all regularly scheduled staff
29 covered by this Agreement. Prior to activating the rotational system, the manager
30 will ask if any nurse would like to volunteer to provide coverage. If a nurse
31 volunteers, ~~her/his~~their name will be placed at the bottom of the rotational list.
32 Resource nurses can volunteer, but will not be required, to participate. The
33 Employer will regularly update and post the rotational list.

8.11.2 On-call hours. Back-up call coverage will be the same hours as for the on-call positions as stated in 8.10 and for all other hours that Home Health and Hospice are closed.

8.11.3 Rest period. When a nurse has been called in to work during the eight (8) hour period immediately preceding a scheduled shift, the nurse shall notify the Employer who will provide a requested rest period and/or adjusted work schedule whenever possible.

ARTICLE 9 — COMPENSATION

9.1 Progression. All nurses shall advance from one tenure step to the next as defined in Appendix A on the first payroll cycle that follows the nurse's anniversary date, adjusted to exclude unpaid leaves of absence.

9.2 Wage rates. Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto, which is incorporated into and expressly made a part of this Agreement.

9.3 Credit for prior experience. A nurse with at least two (2) years of full-time experience in an acute care hospital, or experience applicable to the position, will be started at not less than the applicable step indicated below.

2 to 3 out of the last 4 years: Step 2

4 to 5 out of the last 6 years: Step 3

9.4 Premium pay. Overtime and/or premium pay shall be paid for at the rate of one and one-half times (1½ X) the straight time rate of pay and shall be paid in the following instances.

9.4.1 Excess of standard shift. Work in excess of the duration of the nurse's scheduled shift in each day.

9.4.2 Excess of standard work week. Work in excess of forty (40) hours in a one-week work period.

9.4.3 Missed meal period. Work in excess of six (6) hours without a

meal period until a meal period is obtained, providing that the manager is notified prior to the completion of five (5) hours of work. It is the goal of both parties that the meal period shall occur during the middle four hours of a nurse's shift.

9.4.4 Holiday pay. Holiday work as specified in Section 10.5.

9.4.5 Following shift cancellation. Work after a nurse's scheduled shift has been canceled for a minimum of two (2) hours.

9.4.6 Weekend off. Work on a scheduled weekend off (or portion thereof) as defined in Section 8.3.

9.4.7 Consecutive day pay. The Employer may cancel any one (1) day of work in excess of five (5) to break the consecutive day stretch, subject to the following provisions:

1. Notice of cancellation of a day of work shall occur by the end of the previously scheduled shift.

2. Cancellation of a day of work shall be limited to this provision, and/or adjustment of a nurse's work load as specified by Section 12.2 - Case Load Assignment.

Nurses may waive consecutive day premium pay in lieu of a one (1) day cancellation of work. Nurses who apply for a seven (7) day on and seven (7) day off position waive their eligibility for consecutive day premium pay.

9.4.8 Next day pay. The first four hours of scheduled work following an on-call night (2400-08000830) shift in Home Health or Hospice provided that (a) the nurse has been called in and worked during the on-call shift within eight hours of the beginning of their scheduled shift and (b) the nurse has requested the shift off but could not be relieved from duty under Section 8.11.3. Next day premium pay shall be paid at one and one-half times (1½ X) the nurse's regular rate of pay for the first four (4) hours of their scheduled shift, in addition to any other type of premium or overtime pay entitlement.

1
2 **9.4.9 On-call call-in.** Work by nurses notified to report to work while on
3 on-call as defined in Section 9.15.
4

5 **9.5 Premium pay duplication.** There shall be no duplication of premium pay
6 payments for the same hours worked under any of the provisions of the Agreement, and to
7 the extent that hours are compensated for at premium pay rates under one provision, they
8 shall not be counted as hours worked in determining overtime under the same or any other
9 provision, provided however that if more than one (1) provision is applicable, the higher rate
10 shall apply.

11 **9.5.1 Greater of consecutive day or on-call.** The above shall, in part,
12 be interpreted to mean that hours worked from an on-call status will be compared
13 to the consecutive day premium pay calculation, and the greater of the two will
14 be paid.
15

16 **9.5.2 Exceptions.**

17 1. **Holiday/consecutive day.** When a nurse works on a
18 holiday and such work results in work in excess of five (5) consecutive
19 days and/or hours in excess of forty (40) in a one (1) week period, time
20 and one-half times (1½ X) shall be paid for hours worked on the holiday
21 and for hours in excess of five (5) days or forty (40) hours;
22

23 2. **Missed meal.** Work in excess of six (6) hours without a
24 meal period.
25

26 **9.6 Compounded premium pay.** No application of this Article shall be construed
27 or interpreted to provide for compounded compensation of premium pay at a rate
28 exceeding time and one-half (1-1/2), except preferential pay treatment as specified in
29 Section 9.17.
30

31 **9.7 Overtime authorization.** All overtime worked by a nurse shall be authorized in
32 advance.
33

34 **9.8 Callback pay.** Thirteen percent (13%) of Appendix A – Salary Schedule, Step

1 rate per compensated hour.

9.9 Weekend triage nurse and departmental float differential. A nurse who is scheduled or designated to function in ~~this~~the triage role on a given weekend shift shall receive \$3.50 per compensated hour. Nurses assigned to work in an alternate department from their home department will receive \$2.00 per hour worked in a float capacity.

9.10 Certification differential. Nurses who obtain and maintain a nationally recognized certification that is applicable to the services they provide for the Employer shall receive \$1.00 per hour. No additional differential is allotted for more than one (1) certification. Proof of certification must be provided to the Employer upon request. The approved certification list established by mutual consent between the Association and the Director of Human Resources is as follows:

1. Oncology Nursing Certification Corporation Board Oncology Certified Nurse
2. The National Board for Certification of Hospice & Palliative Nurses Certified Hospice and Palliative Nurse
3. American Nurses Association Pain Management
4. American Nurses Association Home Health Nurse
5. American Nurses Association Gerontological Nurse
6. American Nurses Association Medical-Surgical Nurse
7. American Academy of Wound Management Certified Wound Specialist
8. National Alliance of Wound Care – Wound Care Certified
9. Home Care Clinical Specialist – OASIS Certification

9.11 Weekend differential. A nurse who works during a weekend, defined as the calendar days of Saturday and Sunday, shall receive ~~\$1.75~~ \$2.00 per hour worked, in

1 addition to the nurse's regular rate of pay. If a nurse is completing paperwork on the
2 weekend that should have been completed during regularly scheduled hours during the
3 week, these hours will be paid at straight time unless the nurse has worked in excess of
4 forty (40) hours in the one-week work period. They will not be eligible for this differential.
5 All work outside of the regular schedule for a given nurse must be pre-approved by the
6 nurse manager.

7
8 **9.12 Night and Evening Shift Differential.** Nurses ~~in the Pete Moore Hospice~~
9 ~~House~~ who are scheduled to work night shift (1900 – 0730 for 12 hour shifts or 2300 -
10 0730) shall be paid a night shift differential of ~~\$4.50~~\$5.50 per hour worked for a
11 Registered Nurse, or ~~\$3.00~~\$4.00 per hour worked for a Licensed Practical Nurse, in
12 addition to the nurse's regular rate of pay. Nurses employed for eighteen (18) continuous
13 months ~~on~~in a night shift position ~~in the Pete Moore Hospice House~~ shall transition to the
14 longevity night shift differential of ~~\$5.00~~\$6.00 per hour worked for a Registered Nurse, or
15 ~~\$3.50~~\$4.50 per hour worked for a Licensed Practical Nurse, in addition to the nurse's
16 regular rate of pay. Longevity night shift differential rates become effective on the first
17 payroll cycle following the achievement of eighteen (18) months. Nurses in the Pete
18 Moore Hospice House who work evening shift (1500 – 2330) for eight (8) hours shall be
19 paid an evening shift differential of ~~\$2.50~~\$3.00 per hour worked for a Registered Nurse,
20 or ~~\$1.50~~\$2.00 per hour worked for a Licensed Practical Nurse, in addition to the nurse's
21 regular rate of pay.

22
23 **9.13 Short notice differential.** During the monthly work period, a regular nurse
24 who voluntarily accepts an additional assignment within twenty-four (24) hours of the time
25 to be worked shall receive thirty-two dollars (\$32.00)/eight-hour shift, or part thereof, or forty
26 dollars (\$40.00)/ten-hour shift, or part thereof, or forty-eight dollars (\$48.00)/twelve hour
27 shift, or part thereof in addition to the pay to which the nurse is otherwise entitled.

28
29 **9.14 Pay in lieu of benefits.** Registered Nurses scheduled to work less than
30 twenty-four (24) hours per week and not earning the employee benefits of Earned Leave,
31 and Medical/Dental, Life, and Long-Term Disability Insurance, shall receive \$4.00 per hour
32 worked, in addition to the nurse's regular rate of pay. Licensed Practical Nurses scheduled
33 to work less than twenty-four (24) hours per week and not earning the employee benefits of
34 Earned Leave, Medical/Dental, Life, and Long-Term Disability Insurance, shall receive

1 \$3.00 per hour worked, in addition to the nurse's regular rate of pay. The above applies to
2 all resource nurses hired after 7/1/2016. For Registered Nurses scheduled to work less
3 than twenty-four (24) hours per week on 7/1/2016, the pay in lieu of benefits will be \$5.75
4 per hour worked during the remainder of their continuous employment with the Employer.
5

6 **9.15 On-call position compensation.** A benefit package (medical, vision, dental,
7 life, LTD, 401k, earned leave) will be available to the on-call nurse positions.

8 **9.15.1 Meeting attendance and training.** The on-call nurses, on a
9 voluntary basis, will attend IDT meetings on the day their week of call coverage
10 begins. The on-call nurse will be paid at ~~their~~her/his straight-time hourly rate, up
11 to two hours per week. Attendance at IDT will count towards hours worked for the
12 day per 9.15.3. Attendance at staff meetings will be considered optional. If the
13 nurse attends any staff meetings, ~~they~~she/he will receive no additional
14 compensation for doing so. If a mandatory training is required, ~~they~~she/he will be
15 paid at ~~their~~her/his straight-time hourly rate for the training.
16

17 **9.15.2 Recording time worked.** These positions shall each receive
18 ~~forty-eight (48)~~fifty-six (56) hours of compensation per pay period for waiting to
19 be engaged to answering all phone calls and making visits as needed during
20 scheduled coverage at the nurse's regular straight-time hourly rate of pay,
21 whether or not the nurse actually works that many hours. For any on-call
22 coverage hours not compensated by guaranteed, regular, or premium pay, the
23 nurse will receive a lump sum of \$50.00 per on-call shift. \$4.50 per hour for each
24 scheduled hour of on-call coverage. The on-call positions are ~~not~~ eligible for the
25 night shift, longevity night shift, and weekend differential for worked hours.
26

27 **9.15.3 Excess hours worked.** For all hours actually worked greater than
28 ~~forty-eight (48)~~ fifty-six (56) hours per week of call coverage, the nurse shall be
29 paid time and one-half the nurse's straight-time hourly rate. This rate will be paid
30 for all hours worked, including travel time. Telephone consultation and
31 documentation of calls that are in excess of ten (10) cumulative minutes will be
32 considered hours worked, as provided under the ONA-CHS contract. For all
33 hours actually worked in excess of ~~6-86~~ eight (8) hours during, or any hours
34 beyond, the daily scheduled hours of call coverage (1630 – 0830) shall be paid at

time and one-half the regular straight-time hourly rate of pay. Patient care documentation must be completed during the scheduled hours of the on-call shift to facilitate clinical communication that supports a quality patient experience.

9.15.4 Holiday coverage. On-call nurse positions will not be required to participate included in the overall Home Health and Hospice staff nurse holiday rotation system, which will cover business, evening, and night hours of the holiday.

9.16 Back-up call coverage compensation. On-call compensation shall be paid when the Employer requires a nurse to remain available as they wait to be engaged to respond to calls from patients/families ~~for~~ in need of consultative phone services or home visits as required. On-call compensation will also be paid when the Employer requires a Pete Moore Hospice House nurse to remain available in case an increase in patient volume requires that they report for work to receive a regular patient care assignment.

9.16.1 Call-in. Nurses required to report for work (make a home visit) while on on-call shall receive ~~on-call pay plus~~ time and one-half times (1½ X) the straight time rate of pay for hours worked including travel time. Worked hours will be eligible for night shift and weekend differential.

9.16.2 On-call shift duration. ~~On-call assignment may be scheduled and paid in one-half shift (four hour) increments.~~ Nurses shall be entitled to ~~\$4.50 per hour for each scheduled hour of~~ a lump sum payment of \$100.00 for each on-call shift. Nurses shall not be scheduled on-call in excess of two (2) shifts (1630 to ~~0800~~ 0830) on consecutive calendar days without their consent. Monday holiday on-call hours shall not be added to weekend on-call hours without the nurse's consent.

9.16.3 Extended on-call time. In lieu of the on-call compensation noted above, nurses scheduled with Nurse Manager approval for more than 64 hours on-call in a scheduled four-week cycle will receive double the call rate under Section 9.16.2 for all scheduled on-call hours in excess of said 64 hours. Scheduled on-call hours of any on-call position shall be excluded from this provision.

1
2 **9.16.4 Call-in minimum.** The nurse shall be guaranteed two (2) hours
3 minimum of work once the nurse reports to work. This minimum shall
4 automatically be waived if the nurse chooses not to work this minimum.
5

6 **9.16.5 Telephone work.** All telephone consultation that is necessary for
7 supervision and guidance for personnel on duty, telephone conferences, listening
8 to report, and/or patient evaluation or advice, including documentation of the call,
9 that is in excess of ten (10) cumulative minutes while the nurse is on on-call
10 status, shall be considered hours worked. It shall be the nurse's responsibility to
11 document all calls. Listening to report takes place at the beginning of an on-call
12 or scheduled shift.
13

14 **9.17 Cancelled shift pay.** Nurses requested to work after their scheduled shift has
15 been canceled shall receive time and one half (1-1/2) for a minimum of two (2) hours. If a
16 nurse is canceled and no reasonable attempt is made to notify the nurse before the start of
17 the next shift that the nurse would have worked otherwise, the nurse shall receive four (4)
18 hours pay in accordance with the provisions of this section.
19

20 **9.18 Equal application of preferential pay.** Preferential pay is when the
21 Employer agrees to fill an immediate staffing need by compensating a nurse at a rate of
22 pay in excess of the rate the nurse is otherwise entitled by contract; it does not include on-
23 call with subsequent call-in, if no immediate need is known at the time it is scheduled. In the
24 event any nurse works a shift for which the nurse is not pre-scheduled and receives
25 preferential treatment of the nurse's hourly wage, then all other nurses also not pre-
26 scheduled and working the same shift and unit shall receive an equal premium (i.e., one
27 and one-half time or double time of base pay).
28

29 **9.19 Preceptor pay.** One dollar and thirty-five cents (\$1.35) per hour for hours
30 worked in a preceptor capacity for new hires and nursing students.
31

32 **9.20 Meeting pay.** If a nurse attends a mandatory or voluntary meeting on their
33 day off, they will be compensated at straight time for the length of the meeting unless the
34 nurse has worked in excess of forty (40) hours in the one-week work period. If meeting

attendance will result in overtime, prior approval must be received from the nurse manager.

ARTICLE 10 — EARNED LEAVE

10.1 General provision. The Employer recognizes the value for nurses to create a healthy work-life balance. To that end, the Employer encourages nurses to use Earned Leave to sustain and refresh themselves. Earned Leave is the Employer's method of providing scheduled paid time off for eligible employees to meet their need for absence from work. Earned Leave includes sick time, holiday time, and vacation time.

10.2 Eligibility. All regular nurses who are scheduled to work twenty-four (24) hours or more per week are eligible to accrue Earned Leave on a pro-rated basis.

10.3 Accrual pro rata formula. Earned Leave is accrued on a pro rata basis each pay period based on the following calculation: Actual hours compensated multiplied by the applicable factor listed below based on years of service. Actual hours compensated means hours worked and paid benefit hours. Earned Leave will not accrue on cash out requests.

10.3.1 Accrual rates. Eligible employees shall accrue Earned Leave as follows:

	No. of Years	No. of Days	Accrual Factor
1 st thru 12 th month	0–1	22	.08462
13 th thru 36 th month	1–3	26	.1
37 th thru 84 th month	3–7	30	.11539
85 th thru 144 th month	7–12	34	.13077
145 th month & up	12 & up	38	.14615

10.3.2 On-call formula. In addition to the above rate, Earned Leave shall accrue on assigned on-call calculated on the basis of one-half hour of work per four hours of assigned on-call, computed at the nurse's regular earned leave rate of accrual.

10.3.3 Maximum accrual. Employees may accrue up to a maximum of three hundred fifty (350) hours of Earned Leave. If a nurse reaches the maximum accrual, ~~their~~^{her/his} accrual shall cease until ~~their~~^{her/his} Earned Leave balance is reduced below three hundred fifty (350) hours.

1
2 **10.4 Use of Earned Leave.**

3 **10.4.1 Application.** Earned Leave may be used as soon as it is earned
4 in accordance with the provisions of this section, except that time off for vacation
5 purposes may not be taken until successful completion of six (6) months of
6 service, unless pre-arranged with the nurse manager during the hiring process.

7 1. Home Health and Hospice will allow up to two (2) nurses
8 off on any given day. Pete Moore Hospice House will allow one (1) nurse
9 off on any given day. Vacant positions or leaves of absence are not to be
10 counted in this minimum number off.

11
12 **10.4.2 Procedure.** Requests for scheduled Earned Leave, including a
13 birthday holiday, must be submitted in writing to the nurse manager or designee
14 by the first (1st) of the month preceding the month in which the Earned Leave is
15 requested. When a nurse requests Earned Leave, ~~their~~ his/her Earned Leave
16 Bank balance and accrual rate must be sufficient to project that Earned Leave
17 will be available to cover the time off requested. Requests for Earned Leave will
18 be given preference based on the date received, except that two requests
19 received on the same day shall be decided by seniority. Requests shall be
20 granted or denied based on the Employer's ability to adequately staff
21 departments and will be granted if staffing levels permit. Such granting or denial
22 shall be made in writing as soon as possible, but in no event longer than ten (10)
23 days from the date of the request. The maximum length of requested time
24 allowed during the prime periods of June – August and December will be three
25 (3) consecutive weeks. Earned leave immediately adjacent to earned leave in the
26 prime period will not count to this three (3) week maximum. Requests for time off
27 will not be considered earlier than six (6) months in advance regardless of the
28 date they are submitted. All requests submitted earlier than the first of the month
29 preceding the sixth month in advance of the month in which the Earned Leave is
30 requested shall be considered as being submitted on the same date. To be
31 considered, fifty percent (50%) or more of the Earned Leave request must fall
32 within that month which is being identified for this early scheduling.

33
34 **10.4.3 Requests during work period.** Requests for scheduled Earned

1 Leave submitted after the first (1st) of the month shall be considered for reasons
2 the employee was unable to anticipate prior to the first (1st) of the month. Such
3 requests shall be considered on their merits and upon the Employer's ability to
4 adequately staff departments.
5

6 **10.4.4 Unscheduled Earned Leave.** Requests for unscheduled Earned
7 Leave (absences initiated on a day the employee is scheduled to work) should
8 be made only for employee illness or injury, or an emergency situation beyond
9 the employee's control. An employee making such request may be required to
10 provide proof of inability to report to work. Such requests should be made as
11 soon as the employee becomes aware of the problem or at least two (2) hours
12 before the shift starts, if possible. Employees are cautioned to use this form of
13 Earned Leave in strict conformance with these guidelines as repeated, chronic,
14 or improper use of unscheduled Earned Leave is cause for progressive discipline
15 including discharge. It is not required that Earned Leave be used for requests
16 granted two (2) hours prior to the start of a shift due to low patient volumes ("Off
17 If Possible" - OIP).
18

19 **10.4.5 Encouragement.** In order to assure that employees receive the
20 vacation intended by this provision, full time employees will be encouraged to
21 take a minimum of ten (10) days of Earned Leave each year in the form of
22 vacation.
23

24 **10.4.6 With workers' compensation.** Employees may utilize Earned
25 Leave to supplement Workers' Compensation up to the amount of pay received
26 from regularly scheduled hours of work.
27

28 **10.4.7 Cash out.** Employees may cash out Earned Leave hours, not to
29 exceed the equivalent of three weeks on an annual basis of a nurses regularly
30 scheduled weekly hours, provided a minimum of forty (40) hours remain in the
31 nurse's Earned Leave Bank following the disbursement. Such request shall be
32 submitted one month in advance on the Employer's form for disbursement in the
33 first paycheck in June or the first paycheck in December. This request will be
34 irrevocable once submitted and will be added to the paycheck as indicated on the

1 form.

2 **10.4.8 Following termination notice.** Earned Leave cannot be used
3 during the termination notice period, except as outlined in Section 5.3.

4
5 **10.4.9 Earned leave placement.** A non-bargaining unit employee who
6 enters the bargaining unit, or a resource status nurse employee transferring to a
7 benefit-eligible position, shall be credited for total years of service at the
8 Employer for purposes of Earned Leave Accrual placement.

9
10 **10.4.10 Low census earned leave use.** Nurses may choose to use
11 accumulated Earned Leave hours, or take the time as unpaid, on days they are
12 cancelled, work a partial day, or are placed on on-call due to insufficient patient
13 assignments.

14
15 **10.5 Holidays.**

16 **10.5.1 Definition.** If an employee is scheduled or requested by the
17 Employer to work on any of the following holidays, the nurse shall be paid one
18 and one-half times (1½ X) the nurse's base hourly rate, which shall include
19 applicable differentials for hours worked on such holidays.

20 Major

Minor

21 New Year's Day

Memorial Day

22 Thanksgiving Day

Independence Day

23 Christmas Day

Labor Day

24
25 **10.5.2 Scheduled rotation.** The Employer schedules time off for the
26 above holidays on a rotating basis. Home Health and Hospice resource nurses
27 will not be scheduled to work on holidays. The on-call shift that begins 1630 on
28 Christmas Eve and ends ~~0800~~0830 on Christmas Day shall be considered a
29 major holiday for on-call rotation purposes only.

30
31 **10.5.3 Birthday.** A nurse's birthday shall be granted off, if it is identified
32 as their birthday and requested as outlined in Section 10.4.2. If this request
33 cannot be accommodated by the Employer, all hours worked on the nurse's
34 birthday shall be paid at one and one-half times (1½ X) the nurse's base rate of

1 pay.

2
3 **10.6 Absences with pay.**

4 **10.6.1 Bereavement.** When a death occurs in the immediate family of a
5 regular nurse who was pre-scheduled on the requested days of the leave, the
6 nurse shall be entitled to a leave of absence as necessary of up to four (4) days
7 with pay. Immediate family is defined as spouse, spousal equivalent, children,
8 parents, step-parents, person who functioned *in loco parentis*, brothers, sisters,
9 parents of spouse, grandparents, grandchildren, and other relatives residing in
10 the same household as the nurse.

11
12 **10.6.2 Jury duty.** A scheduled nurse called for jury duty will be excused
13 from work on days which the nurse serves in this capacity. The nurse shall
14 receive for each full day of jury service that they were scheduled to work eight (8)
15 hours of pay. The nurse will endorse the jury pay check over to the Employer.
16 The nurse must show proof of jury service. The nurse must call into work if three
17 (3) or more hours of the nurse's shift remain at the end of jury service for the day,
18 unless jury service was a complete service day. A nurse on jury duty shall be
19 considered scheduled Monday through Friday. The Employer may ask the nurse
20 to request a postponement of service, because of departmental needs.

21
22 **10.6.3 Court witness.** Nurses who are subpoenaed to appear as a
23 witness or to submit a deposition in a job-related court case, where the nurse is
24 not a party adversary, during their normal time off duty, will be compensated for
25 the time spent in connection with such activity in accordance with the applicable
26 rate of pay. Any court witness pay will be assigned to the Employer.

27
ARTICLE 11 — LEAVES OF ABSENCE

28 **11.1 General provisions.** Nurses with at least twelve (12) months of continuous
29 service may request a personal leave of absence without pay, after accrued earned leave
30 has been exhausted, for a period of up to thirty (30) days, with an option to request
31 additional up to thirty (30) day extensions, if needed. Personal leave requests for the
32 following reasons, and under the following conditions will be considered and responded to
33 in a timely manner by the nurse manager or designee.

1
2 **11.2 Types of leave.** Requests for leaves may be granted for the following
3 reasons:

- 4 1. Education (profession related)
- 5
- 6 2. Other (travel, care for family members, emergency, extended medical, etc.)
- 7
- 8 3. Military
- 9

10 **11.3 Denial of leaves.** Requests for leaves may be denied for the following
11 reasons, consistent with state and federal law:

- 12 1. Inability to maintain proper staffing levels.
- 13
- 14 2. Inability to obtain qualified replacement.
- 15 3. Inadequate notice of intent to take leave.
- 16
- 17 4. Repeated use of leave of absence.
- 18

19 **11.4 Notice and duration of leave.** Except in situations not possible to anticipate,
20 nurses must submit their requests for leave to the Employer at least two (2) weeks in
21 advance of such leave. Nurses must give at least a two-day (2) day notice of return. A
22 definite return date must be agreed upon prior to the start of such leave unless
23 circumstances make such commitment impossible.

24
25 **11.5 Reinstatement rights.** A nurse returning from a statutory leave of ninety (90)
26 days or less, including Earned Leave, shall return to the nurse's former position. A nurse
27 returning from a leave in excess of ninety (90) days, including Earned Leave, shall return to
28 the first available position for which the nurse is qualified, and shall be given preference
29 over other bidders on position openings until the nurse is offered a position that provides
30 the number of hours in the nurse's former position.

31
32 **11.6 Seniority/benefit accrual.** The accrual or payment of all benefits, and the
33 accrual of seniority, shall cease at the first of the month following the commencement of
34 unpaid leave, or at the end of statutory leave. Benefits and seniority accumulated prior to

1 such leave shall not be forfeited.

2
3 **11.7 Insurance premiums during leave.** Unless covered by statutory leave,
4 nurses on unpaid leave must pay the full continuation coverage premiums for group
5 insurance, beginning the first of the month following the start of the leave, in order for such
6 coverage to continue during the leave. If the nurse fails to pay their portion of the premiums
7 after the thirty (30) day grace period, the insurance coverage will be cancelled.

8
9 **11.8 Statutory Leave.**

10 **11.8.1 Administration.** Statutory leaves of absence will be administered
11 by the Employer consistent with applicable state and federal laws. It is the intent
12 of the parties that the provisions of this Article shall be consistent with these
13 statutes and any conflicts in the administration, application or interpretation of
14 these provisions shall be resolved by the application of the relevant leave statute.

15
16 **11.8.2 Insurance continuation.** A nurse shall have the option to
17 maintain participation in group insurances for up to ninety (90) calendar days
18 during a statutory leave of absence. The nurse will be responsible for their
19 regular deductions for coverage once earned leave has been exhausted.

20
21 **11.9 Workers' compensation.** In the event of a leave of absence caused by an
22 injury for which the nurse has received workers' compensation benefits, in lieu of the
23 provisions in this Article, the nurse's leave, and position return rights shall be determined by
24 applicable Oregon State Statute.

25
ARTICLE 12 — SENIORITY AND LAYOFFS

26 **12.1 Seniority.** For employees hired by the Employer before July 1, 2005, seniority
27 shall mean length of continuous service with the Employer and/or McKenzie-Willamette
28 Medical Center, excluding unpaid leaves of absence. For employees hired by the Employer
29 on or after July 1, 2005, seniority shall mean length of continuous service with the Employer
30 from the employee's original date of hire in a position covered by this Agreement, excluding
31 unpaid leaves of absence.

32 **12.1.1 Service outside bargaining unit.** Previously accrued seniority
33 shall be maintained. Accrual of bargaining unit seniority shall continue but be

1 limited to a period of six months from date of transfer when a nurse accepts a
2 non-bargaining unit position with the Employer.

3
4 **12.1.2 Loss of seniority.** An employee shall lose all seniority rights for
5 any one or more of the following reasons:

6 1. Voluntary resignation or retirement, unless re-employed
7 within one (1) year. Refusal to rehire shall not be subject to the grievance
8 procedure.

9
10 2. Discharge for just cause.

11
12 3. Failure to return to work within ten (10) days after being recalled from
13 layoff by registered mail, return receipt requested, unless due to
14 actual illness or accident.

15
16 4. Leave of absence for a continuous period of more than one (1) year,
17 except Workers' Compensation injuries.

18
19 5. Layoff for a continuous period of more than two (2) years.

20
21 **12.1.3 Seniority reinstatement.** Any non-probationary nurse who
22 terminates from employment in the Employer bargaining unit and is rehired by
23 the Employer to a position covered by this Agreement within a period of less than
24 one (1) year from the date of termination will be returned to at least the nurse's
25 same wage as prior to termination and have ~~their~~his/her seniority restored.
26 Earned Leave Accrual will not be restored if the nurse had terminated Employer
27 employment.

28
29 **12.2 Case load assignment.**

30 **12.2.1 Equitable assignment distribution.** Patient assignments shall
31 be equitably distributed among all staff nurses in a manner reflecting each
32 nurse's position hours. This distribution will be based on national industry
33 standards. If a nurse believes they have an inequitable patient assignment,
34 the nurse shall notify their manager at the earliest opportunity. Whenever

possible, the Employer shall take steps to assure equitable distribution.

12.2.2 Consecutive scheduled hours. Patient appointments may be rescheduled or reassigned by the Employer to maximize the utilization of regular or part-time scheduled staff on a daily basis provided (1) that in the event of a partial shift cancellation, low census hours are consecutively scheduled at the end of the shift unless otherwise mutually agreed to and (2) cancellation is assigned as specified in Section 12.2.5.

12.2.3 Effect on ability to staff. At no time will this method of patient assignment adversely affect the Employer's ability to staff the department with qualified nurses.

12.2.4 Non-RN staff. The Employer and the Association recognize the desirability of minimizing the displacement of RNs by non-RN staff.

12.2.5 Order of cancellation and on-call. Prior to the start of the shift when adjustments are necessary, such reduction or assignment of on-call shall take place in the following order:

1. Nurses eligible for premium pay.
2. Volunteers who have notified the Employer at least by the end of the previous day's office hours requesting "Off If Possible" (OIP).
3. Resource nurses.
4. Nurses scheduled in excess of their personal master schedule by seniority.
5. If the previous steps do not result in a sufficient number of nurses being cancelled, the Employer shall use a rotation system that begins with the least senior nurse in the department. A nurse will not be required to take involuntary low census more than once per pay period unless all other similarly skilled nurse working the same shift and

department have also taken low census at least once during the same period.

6. A nurse assigned preceptor responsibilities and the orientee shall be exempt from the cancellation/rotation system for those shifts during which the nurse is assigned with the orientee.

12.3 Layoff and recall.

12.3.1 Order. When a layoff of nurses is necessary, it shall occur in the order of department-wide seniority providing each remaining senior nurse is qualified to perform the work in the position in which the nurse is placed during the layoff. Resource nurses are not included in the layoff procedure.

12.3.2 Procedure. If the Employer determines that a permanent or prolonged reduction in personnel is necessary within one or more departments, the following shall occur:

1. A layoff shall consist of an elimination of a nurse's position.

2. A determination by the Employer shall be made regarding the number of hours to be eliminated in each department.

3. The number of positions to be eliminated within each department shall be determined by the Employer. The nurses who occupy those positions shall be identified by inverse seniority and shall be notified of the elimination of their positions.

4. The nurses identified and notified pursuant to paragraph 3 above may choose, in order of seniority, to displace the least senior nurse in their department, provided the displaced nurse is less senior than said nurse.

5. Nurses displaced pursuant to paragraph 4 above shall have the right, in order of seniority, to displace the least senior nurse in their department, provided the displaced nurse is less senior than said nurse.

1
2 6. All nurses must be qualified to perform the essential
3 functions of the position they are to assume without training, excluding
4 orientation.
5

6 **12.3.3 Notice.** Where possible, the Employer shall provide at least thirty
7 (30) calendar days' advance notice to nurses identified in accordance with
8 Section 12.3.2. The Employer will also give the Association written notice prior to
9 instituting such action. The Employer will meet with the Association, upon
10 request, to discuss such action.
11

12 **12.3.4 Benefits and seniority.** Laid off nurses shall cease accumulation
13 of seniority and accumulation and payment of benefits at the start of the layoff
14 period. Previously accumulated Earned Leave will be cashed out.
15

16 **12.3.5 Recall.** Nurses may have reemployment rights as follows.
17

18 **1. Open position notice/application.** Nurses on layoff may
19 apply for any open position for which they are qualified. In addition,
20 nurses on layoff may request, in writing, to receive a copy of all posted
21 positions in the mail. The position will be filled according to the provisions
22 of Section 13.3. A nurse shall be removed from the layoff list upon
23 obtaining a position with the Employer.

24 **2. Hiring freeze.** Nurses outside the Employer shall not be
25 employed for a vacancy in the bargaining unit if there is a nurse on the
26 layoff list with the required experience and qualifications who is willing to
27 accept the position.
28

29 **3. Contact update requirement.** It shall be the responsibility
30 of the nurse who has been laid off to provide the Employer with the
31 current telephone number and/or address where the nurse may be
32 reached.
33

1 **4. Recall/reemployment rights.** In the event there is an
2 open position for which there has been no applicant from the currently
3 employed nurses (including those on layoff), the most junior qualified
4 employee on the layoff list will be contacted and offered the position. If
5 such nurse refuses to accept this position or another open available
6 position, the nurse shall be removed from the layoff list and shall forfeit all
7 re-employment rights. However, if such award would result in the loss of
8 insurance benefits that the nurse was entitled to in the nurse's position
9 held immediately prior to layoff, the nurse shall not be removed from the
10 layoff list and shall retain re-employment rights.

11
12 **5. Reemployment limit.** Nurses shall no longer be
13 considered on layoff status after a two (2) year period has elapsed. At this
14 time, all nurses remaining on the layoff list who are not working in some
15 capacity at the Employer shall forfeit re-employment rights.

16 **ARTICLE 13 — POSITION POSTING AND FILLING VACANCIES**

17 **13.1 Posting requirements.** Nurse positions under the Agreement which are
18 permanently vacated or newly created shall be posted on the bulletin board for at least
19 seven (7) calendar days, or until filled. The posting will show the department, scheduled
20 days and hours, total number of hours per week, personnel category and minimum
21 qualifications for the vacant position. Posted qualifications and job descriptions for a
22 position shall be consistent, based on objective criteria, and describe the position as
23 precisely as possible. If the Employer decides to change any specific elements of a
24 position, the position will be reopened and reposted. The Employer shall not change any
25 specific elements of the position between the time final interviews are scheduled and the
26 position is awarded.

27 1. Positions shall be posted by the Employer as the positions
28 become available.

29
30 2. Positions shall continue to be posted consistently and
31 simultaneously on the job posting board and the Employer's web site.
32

1 3. Each posting shall specify the date it was posted and that it will
2 remain posted until filled.

3
4 4. Human Resources shall be the location for turning in employment
5 applications or transfer requests.

6
7 5. Each employment application or transfer request shall be dated by
8 the Employer when it is submitted.

9
10 **13.2 Vacancy notice to absent nurses.** For nurses on vacation, layoff, or leave of
11 absence who have requested in writing to Human Resources, notices of vacancies shall be
12 sent to an address indicated by the nurse. If the nurse is on layoff or on leave of absence in
13 excess of thirty (30) days, and is granted the position, the nurse must be available to return
14 to work within at least fifteen (15) days from the date of posting of the position as required
15 by the Employer.

16
17 **13.3 Filling of vacancies.** Nurses employed by the Employer may apply for such
18 permanent vacancy or newly created position, to include full and part-time positions, and
19 internal applicants shall be given preference in filling such vacancy on a seniority basis
20 provided the senior nurse has qualifications as reflected in certifications, educational or
21 workshop credits, and demonstrated abilities as reflected by years of satisfactory,
22 exemplary, or specialty service that are at least equal to those of other internal and external
23 applicants. A newly hired nurse will be eligible to apply for a transfer to a different position
24 after completion of ninety (90) days of service with the Employer. A nurse who has received
25 a corrective action notice will be eligible to apply for a transfer to another department six (6)
26 months after the date of last corrective action, unless the nurse has made satisfactory
27 progress, as determined by the Employer.

28
29 **13.3.1 Denied transfer requests.** All internal applicants will fill out the
30 appropriate form to apply for vacancies and newly-created positions. The
31 employee will be verbally notified with the reason for denial. Upon request, the
32 nurse shall receive a copy of the Transfer Request form from the nurse manager,
33 including the documented reason for denial.

1 The Chief Executive Officer shall review and reconsider the denied position
2 appointment if requested within five (5) days of the notification of denial to any in-
3 house applicant.

4
5 **13.3.2 Transfer date.** A nurse who has applied for and has been granted a
6 position shall be scheduled and transferred to this new position within two (2)
7 months from such notification of acceptance. If a nurse transfers to a different
8 department ~~they~~she/he will have a (3) three-month probationary period. If a nurse
9 transfers to a different position within the same department ~~they~~she/he will have a
10 (1) month probationary period. The manager will provide written performance
11 feedback at the conclusion of the probationary period. If, based upon performance,
12 the Employer determines during the transfer probationary period that the nurse
13 should not be continued in the new position, the nurse will be returned to ~~his or her~~
14 ~~their~~ former position or, if that position is no longer available, to a resource position
15 in the nurse's former department. If no such position is vacant in the department, a
16 resource nurse position shall be created for the nurse. A return to the nurse's
17 original position or department will have no impact on the nurse's seniority or
18 eligibility for future transfer requests.

19
20 **13.4 Preceptor role.** Assignment of preceptor responsibilities will be based on an
21 appropriately skilled nurse's willingness to provide this service on behalf of the department.

22
23 **13.5 Posting/bidding exceptions.** The following types of changes to positions
24 shall not constitute a vacancy under this Article and shall therefore not require posting
25 under Section 13.1.

26 **13.5.1 Reduction of hours.** The Employer, at its discretion and with the
27 consent of the affected nurse may permanently decrease the regularly scheduled
28 hours per week of an established regular position by no more than twelve (12)
29 hours per week, provided that the resulting positions must be consistent with
30 defined work days under this Agreement. This alteration of position shall not
31 occur more than one (1) time per year and not within three (3) months of a nurse
32 filling such position, without the consent of the Association.

1 **13.5.2 Increase of hours.** The Employer, at its discretion, may offer a
2 permanent increase of hours to an established position of no more than twelve
3 (12) regularly scheduled hours per week. Such hours may be offered in four- (4),
4 eight- (8), or twelve-(12) hour increments, provided that positions resulting from
5 the accretion of these hours must be consistent with defined work days under this
6 Agreement.

ARTICLE 14 — HEALTH AND WELFARE

7 **14.1 Medical and vision insurance.** The Employer agrees to provide medical and
8 vision coverage and premiums equal to non-bargained staff and pay eighty percent (80%)
9 of the full Cascade Health health plan premium for the eligible nurse enrolled in the
10 insurance categories of employee and child(ren), employee and spouse, and employee
11 and family for the duration of this Agreement. ~~The Employer shall pay ninety percent (90%)~~
12 ~~of the full premium for the eligible nurse enrolled in the employee only category for the~~
13 ~~duration of this Agreement. Each benefit-eligible nurse may participate in the medical and~~
14 ~~vision plans, in accordance with the plan terms, as selected by the employee.~~ During the
15 term of this Agreement, the Employer will continue to provide such plans made available to
16 all employees or will provide similar plans if it establishes them in place of existing plans.

17 **14.1.1 Opt out/cash back.** The Employer will offer an opt/out cash back
18 provision for eligible nurses who choose not to enroll in the available medical
19 insurance plan of \$150.00 per month.

20
21 **14.1.2 Plan design and rate changes.** The Employer shall notify the
22 Association as soon as possible, but in no case less than thirty (30) days in
23 advance of any proposed plan design or rate changes and shall provide copies of
24 all such proposed changes.

25
26 **14.1.3 Domestic partner coverage.** Medical and vision coverage shall
27 be extended to nurses' same-sex domestic partners and dependents. Nurses
28 choosing such coverage shall be advised of the potential tax implications and
29 must complete the appropriate legal affidavits during open enrollment.

30
31 ~~**14.1.4 Vision benefits.** Vision benefits shall include coverage of~~
32 ~~progressive lenses, anti-reflective coating, and high index options (slim lenses).~~
33

1 **14.2 Dental insurance.** The Employer agrees to provide a dental plan and ~~and~~
2 ~~pay 75% of the total~~ premium amounts equal to non-bargained staff for ~~of~~ the Employer's
3 current dental plan, or a plan that provides similar benefits, for the duration of this
4 Agreement.

5 **14.2.1 Domestic partner coverage.** Dental coverage shall be extended
6 to nurses' same-sex domestic partners and dependents. Nurses choosing such
7 coverage shall be advised of the potential tax implications and must complete the
8 appropriate legal affidavits during open enrollment.

9
10 **14.3 Retirement plan.** The Employer agrees to provide a defined contribution
11 401(k) retirement plan. For those who meet the eligibility requirements for participation, as
12 outlined in the plan document, and choose to participate, the Employer will match one
13 hundred percent (100%) of eligible compensation voluntarily contributed to the plan by the
14 nurse up to the percentage outlined below. Years of service will be calculated as of the end
15 of the previous plan year.

16 0-1 years of employment	0% of eligible compensation
17 1-3 years of employment	1.5% of eligible compensation
18 3-5 years of employment	3.5% of eligible compensation
19 5-10 years of employment	4.5% of eligible compensation
20 10+ years of employment	6.5% of eligible compensation

21
22 **14.4 Group life insurance.** The Employer will pay the full cost for, and provide,
23 basic life insurance coverage for each benefit-eligible nurse. The employer shall continue to
24 make supplemental life insurance available for purchase by eligible nurses.

25
26 **14.5 Long term disability insurance.** The Employer will pay the full cost for, and
27 provide, long-term disability coverage for each benefit-eligible nurse.

28
29 **14.6 Required health exams.** Nurses shall be required to have a complete history
30 and physical examination at Employer expense at the time of employment and at such time
31 that there is a question of the nurse's ability to perform the nurse's duties due to health
32 reasons. Nurses will be expected to follow the advice of the physician with regard to the
33 improvement and correction of personal health problems.

1 **14.7 Employee health services.** Each employee shall have a chest x-ray or skin
2 test for T.B. at Employer expense based on current periodic state recommendations.
3 Laboratory examinations when indicated because of exposure or potential exposure to
4 communicable diseases while on duty shall be provided by the Employer at no cost to the
5 nurse. Indication for such exams shall be determined by written Employer policy.

6
7 **14.8 Section 125 plan.** The Employer shall offer the current I.R.C. Section 125
8 Premium Only Plan, or an improved benefit, to all qualified bargaining unit nurses.

9 10 **ARTICLE 15 — SUBSTANCE ABUSE AND SCREENING**

11 **15.1 Policy.** In order to maintain a safe environment for patients and employees,
12 the Employer prohibits: a) the sale or possession of illegal substances or alcohol while
13 performing duties, and b) engaging in performance-impairing use of controlled or illegal
14 substances or alcohol while performing duties, including operation of motor vehicles. The
15 Employer also requires the timely rehabilitation of any employee found engaging in such
16 use.

17 **15.2 Procedure.**

18 **15.2.1 New-hire applicants.** As part of the pre-employment health
19 screening process an appropriate test to determine the use of drugs, which may
20 include but not be limited to alcohol, marijuana, heroin, cocaine, barbiturates,
21 amphetamines, opiates, antidepressants, phencyclidine (PCP), propoxyphene,
22 and mathaqualone (quaaludes) will be administered. All specimens which initially
23 test positive will be retested by thin-layer chromatography for confirmation of
24 initial results. No applicant whose test results are confirmed as positive, or who
25 refuses to submit to drug screening, shall be considered for employment at the
26 Employer with the following exception. An applicant who tests positive for drug
27 use and who is using a controlled substance prescribed by a physician in
28 accordance with the physician's instructions may be considered for employment
29 if ~~they~~she/he provides this information to the Employer's MRO. The Employer's
30 MRO must certify that the applicant's proper use of the controlled substance
31 should not prevent the applicant from safely and efficiently performing
32 ~~their~~her/his duties.

1 **15.2.2 Present employees.**

2 **1. Discipline.** Employees shall be subject to discipline up to
3 and including discharge for use, possession, sale, or being under the
4 influence of alcohol or an illegal or controlled substance while in the
5 course of their job responsibilities. Exception is made for employees
6 properly using a physician's prescription. Such employees, however, will
7 not be allowed to work while such use impairs safe and/or efficient work
8 performance. Once the employee is deemed safe to return to work,
9 ~~they~~he or she will be returned without prejudice.

10
11 **2. Reasonable suspicion testing.** When a Nurse Manager
12 or designee and the Director of Human Resources or designee have a
13 reasonable belief on the basis of observed behavior that an employee is
14 under the influence of alcohol and/or a controlled substance while on or
15 reporting for duty, both should document the behavior, such as slow
16 reactions, poor coordination, confusion, loss of concentration, poor
17 memory recall, etc., and take the employee to a suitable location which
18 insures privacy. If the employee confirms that such suspicions are
19 correct, the employee should be immediately suspended from work
20 pending timely referral to the Employee Assistance Program. If the
21 employee denies drug or alcohol usage, the manager should escort the
22 employee to Occupational Health, so that a physician may conduct a
23 medical evaluation, which may include a drug and/or alcohol screen of
24 the urine. All initial positive tests will be retested for confirmation. If a
25 specimen is taken, the retest shall be by thin-layer chromatography.

26
27 **3. Confidentiality/safety.** Confirmed positive drug and/or
28 alcohol screen results will be sent to the Director of Human Resources.
29 Care should be taken to not allow the employee to work or drive if senses
30 are impaired.

31
32 **4. Test refusal.** An employee may be terminated from
33 employment if the nurse refuses to submit to drug screening when
34 requested by management pursuant to Paragraph 2 above.

1 **5. Treatment referral.** When test results are positive, the
2 employee shall be required to resolve the problem with professional help
3 and should be referred to the Employer's Employee Assistance Program
4 (EAP). During such treatment, the employee may not be allowed to work
5 based upon the recommendation of the EAP. Rather, the employee will
6 be granted a leave of absence for rehabilitation purposes. Such leave
7 shall commence after the employee has utilized earned leave time, if the
8 employee so requests. Successful completion of a drug rehabilitation
9 program, if recommended by the EAP, including compliance with ongoing
10 monitoring, shall be reason to continue the employee's normal
11 employment. Failure to resolve the problem in a timely way or clear and
12 convincing evidence of theft or trafficking in drugs will be grounds for
13 termination.
14

ARTICLE 16 — PROFESSIONAL DEVELOPMENT

16.1 Paid educational leave.

16 **16.1.1 Educational days and expenses.** At the beginning of each fiscal
17 year, the Employer shall provide each benefited nurse with a two hundred-dollar
18 (\$200.00) education allowance and one (1) day of paid time off for education
19 programs related to continued home health and hospice professional
20 development. Any unused allowance from the previous fiscal year can be
21 combined with the current allowance for a maximum of four hundred dollars
22 (\$400.00) education allowance and two (2) days of paid time off. The nurse shall
23 be prepared to make an oral presentation regarding the educational experience.
24

25 **16.1.2 Request procedure.** Nurses shall submit requests to use their
26 educational time and funds as far in advance as possible. The nurse manager
27 shall grant such requests, if the program is relevant to continued professional
28 development and if staffing levels permit. Preference will be given to educational
29 programs related to additional credentialing.
30

31 **16.2 In-service education.** The Employer agrees to continue providing in-service
32 education programs for all personnel covered by this Agreement. The Employer will make
33 every effort to ensure that such programs are of high quality and presented by individuals

1 knowledgeable in the field. The Employer will regularly converse with nurses to determine
2 the specific kinds of education programs that are desired and shall provide those that are
3 most in demand. This shall not preclude the Employer from providing additional education
4 programs.

5 **16.2.1 Mandatory requirement/voluntary limit.** As a condition of
6 continued employment, nurses may be required to attend mandatory in-service
7 education programs and product demonstrations. Nurses shall be compensated
8 for all mandatory training, as well as for up to twelve (12) additional hours of
9 voluntary in-service training at the worksite. Mandatory training is defined as any
10 training required by management for the performance of job duties/requirements,
11 on a scheduled work day or not.

12
13 **16.2.2 Scheduling.** Mandatory classes shall be announced as far in
14 advance as possible and will be scheduled to convenience the majority of
15 nurses. When the class cannot be repeated, pertinent information will be
16 disseminated to those unable to attend. The Employer shall make every effort to
17 ensure that nurses attending mandatory classes have their class time protected
18 from other work requirements. Mandatory classes scheduled in addition to the
19 nurse's master schedule shall be kept to a minimum. A nurse scheduled in this
20 manner shall not be reassigned to any other available work without ~~his or her~~their
21 consent. If the nurse has a conflict with a revised schedule, the nurse shall
22 contact ~~his or her~~their manager to arrange a mutually acceptable schedule
23 adjustment.

24
25 **16.2.3 Staff meeting pay.** Attendance at all staff meetings shall be
26 compensated. Attendance at Association meetings will be uncompensated.

27
28 **16.2.4 Mandatory education.** Mandatory education and in-services shall
29 be treated and compensated as time worked.

30
31 **16.3 Evaluations.** Each nurse will be evaluated and counseled regarding the
32 evaluation by the nurse's manager or designee at least on an annual basis.

1 **16.3.1 Process.** Evaluation is a collaborative, non-disciplinary process
2 which may include self-evaluation. A copy of the evaluation will be furnished to
3 the nurse.

4
5 **16.3.2 3 Performance feedback.** As a supplement to the evaluation
6 process and to assure more timely feedback to the nurse than an annual
7 evaluation can accomplish, the nurse's manager shall make every effort to
8 communicate to the nurse all potential substandard performance issues that are
9 brought to ~~his or her~~ their attention, including patient and staff complaints, in a
10 timely fashion.

11
12 **16.4 Orientation.** Orientation shall be maintained under the leadership of the nurse
13 manager, who shall utilize experienced registered nurses in carrying out on-the-job
14 orientation.

15 **ARTICLE 17 — GENERAL PROVISIONS**

16 **17.1 No strike/no lockout.** In view of the importance of the operation of the
17 Employer's facilities to the community, the Employer and Association agree that there shall
18 be no lockouts by the Employer, and no strikes, sympathy strikes or other interruptions of
19 work by nurses or Association during the term of this Agreement.

20
21 **17.2 Contract Administration Conference Committee.** An ad hoc Contract
22 Administration Conference Committee may meet periodically, at the request of the
23 Employer or the Association, to discuss common concerns to improve relations and avoid
24 unnecessary disputes between the parties. The express purpose of the meetings shall be
25 to discuss contract interpretation and clarification, Association grievances (or potential
26 grievances), improved methods of communication and employee relations, and/or
27 problems of staffing and recruitment of nursing personnel. Such meetings shall not be used
28 for the purpose of discussing or adjusting individual employee grievances. In the event of
29 severe staffing shortages, the Conference Committee shall meet at the request of either
30 party to comprehensively consider alternative means of staffing the Employer other than
31 those outlined in the current agreement. These discussions may include, but not be limited
32 to, revised or emergency staffing patterns, pay incentives, recruitment practices, and nurse
33 registry utilization. This collaborative effort shall not be interpreted to reduce or eliminate

1 any Employer right to take unilateral action to effectively deal with a staffing shortage. All
2 such meetings shall occur during business hours with no loss of pay for any Association
3 representative who is scheduled to work during such a meeting. This committee may be
4 utilized as a means for the parties to amend, add, or delete portions of this Agreement as
5 deemed appropriate by authorized mutual consent.

6
7 **17.3 Maintenance of benefits.** The Agreement expressed herein in writing
8 constitutes the entire agreement between the parties. It is understood that the specific
9 provisions of this Agreement shall be the sole source of the rights of the Association and
10 the rights of any employee covered by this Agreement and shall supersede all previous oral
11 and written agreements between the Employer and the employees.

12
13 **17.4 Effective date of agreement.** This Agreement shall be in full force and effect
14 as of the date of ratification, except as otherwise provided. Effective date to begin at time
15 contract is executed by both parties with no retroactivity.

16
17 **17.5 Professional Identification.** The Employer shall supply employee
18 identification nametags that clearly distinguish between Registered Nurses, Licensed
19 Practical Nurses, and other non-bargaining unit personnel.

20
21 **17.6 Reimbursable allowances.**

22 **17.6.1 Transportation allowance.** Nurses required by Home Health &
23 Hospice to use their automobiles shall receive a mileage reimbursement equal to
24 the current allowable IRS rate per reimbursable mile.

25
26 **17.6.2 Reimbursable miles.**

27 a) When check-in and check-out from the base office is required,
28 reimbursable mileage means all mileage driven on duty that day less the
29 distance to and from the nurse's home to the base office defined as the
30 normal commute.

31
32 b) When only check-out from the base office is required,
33 reimbursable mileage means all mileage driven on duty that day less the
34 normal commute.

1 c) When only check-in at the base office is required, reimbursable
2 mileage means all mileage driven on duty that day less the normal
3 commute

4
5 d) When neither check-in nor check-out from the base office is
6 required, reimbursable mileage shall be calculated by combining b) and c)
7 above.

8
9 **17.6.3 Parking reimbursement.** All parking charges in the line of duty
10 shall be paid by the Employer.

11
12 **17.6.4 Telephone reimbursement.** The Employer shall automatically
13 reimburse each Home Health and Hospice nurse working 32-40 hours/week a
14 monthly stipend of forty dollars (\$40.00) and each Home Health and Hospice
15 nurse working below 32 hours/week a monthly stipend of thirty-five dollars
16 (\$35.00) for personal cellular telephone use for work purposes. Resource nurses
17 will utilize an Employer provided cellular telephone. The Employer may require
18 documentation of charges. The Employer will continue to reimburse nurses for
19 work-related pay phone calls.

20 **ARTICLE 18 — SEPARABILITY**

21 **18.1 Severability.** In the event that any provision of this Agreement shall at any
22 time be declared invalid by any court of competent jurisdiction or through government
23 regulations or decree, such decision shall not invalidate the entire Agreement, it being
24 the express intention of the parties hereto that all other provisions not declared invalid
25 shall remain in full force and effect. The Employer and the Association agree to abide by,
26 and this Agreement shall be subject to, all applicable state and federal laws.

27
28 **18.2 Declaration of invalidity.** In the event that any provision of this Agreement
29 is declared to be invalid, the parties shall, upon ten (10) days written notice to the other,
30 negotiate, in good faith, with a view toward agreeing upon a lawful substitute. In the
31 event the parties are unable to reach agreement on a substitute, an arbitrator shall be
32 appointed, pursuant to the procedure set forth in Article 7.

1 The arbitrator shall only have authority to select between the final proposals made by
2 each party. The decision of the arbitrator shall be final and binding on the parties. The
3 expense of any arbitration shall be shared equally by the Employer and the Association.
4 However, each party shall bear its own expenses of representation.
5

ARTICLE 19 — TERMINATION AND RENEWAL


6 **19.1 Duration/renewal notice.** This Agreement shall be in full force and effect until
7 July 1, 20222025 and shall continue in effect from year to year thereafter unless either
8 party gives notice in writing at least ninety (90) days prior to any expiration or modification
9 date of its desire to terminate or modify such Agreement. Each party giving notice of intent
10 to modify this Agreement shall use its best efforts to include with such notice a list of
11 requested modifications.

Signed this twenty-second day of May, 2019

Oregon Nurses Association

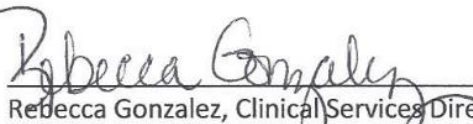

Susan Coven, Co-Chair

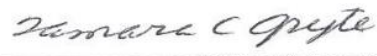

Zachary Page, Co-Chair


Gary Aguiar, Labor Representative

Cascade Health


Eric Van Houten, Chief Executive Officer


Rebecca Gonzalez, Clinical Services Director


Tamara Gryte, Director of Human Resources

APPENDIX A — SALARY SCHEDULE

1 Registered Nurses

Effective Date	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024
Step 1	35.37	35.72	36.26 <u>37.15</u>	<u>38.45</u>	<u>39.80</u>	<u>41.19</u>
Step 2	36.79	37.16	37.72 <u>38.65</u>	<u>40.00</u>	<u>41.40</u>	<u>42.85</u>
Step 3	38.26	38.64	39.22 <u>40.19</u>	<u>41.60</u>	<u>43.06</u>	<u>44.57</u>
Step 4	39.79	40.19	40.79 <u>41.80</u>	<u>43.26</u>	<u>44.77</u>	<u>46.34</u>
Step 5	40.99	41.40	42.02 <u>43.06</u>	<u>44.57</u>	<u>46.13</u>	<u>47.74</u>
Step 6	42.22	42.64	43.28 <u>44.35</u>	<u>45.90</u>	<u>47.51</u>	<u>49.17</u>
Step 7	43.48	43.91	44.57 <u>45.67</u>	<u>47.27</u>	<u>48.92</u>	<u>50.63</u>
Step 8	44.77	45.22	45.90 <u>47.03</u>	<u>48.68</u>	<u>50.38</u>	<u>52.14</u>
Step 9	46.12	46.58	47.28 <u>48.44</u>	<u>50.14</u>	<u>51.89</u>	<u>53.71</u>
Step 10	47.96	48.44	49.17 <u>50.38</u>	<u>52.14</u>	<u>53.96</u>	<u>55.85</u>
Step 11	49.39	49.88	50.63 <u>51.88</u>	<u>53.70</u>	<u>55.58</u>	<u>57.53</u>
Step 12	50.39	50.89	51.65 <u>52.93</u>	<u>54.78</u>	<u>56.70</u>	<u>58.68</u>
Step 13	51.39	51.90	52.68 <u>53.98</u>	<u>55.87</u>	<u>57.83</u>	<u>59.85</u>
Step 14	52.42	52.94	53.73 <u>55.06</u>	<u>56.99</u>	<u>58.98</u>	<u>61.04</u>
Step 15			<u>56.16</u>	<u>58.13</u>	<u>60.16</u>	<u>62.27</u>
Step 16			<u>57.28</u>	<u>59.28</u>	<u>61.35</u>	<u>63.50</u>

1 **Licensed Practical Nurses**

Effective Date	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024
Step 1	23.11	23.34	23.69 <u>24.64</u>	<u>25.50</u>	<u>26.39</u>	<u>27.31</u>
Step 2	24.05	24.29	24.65 <u>25.64</u>	<u>26.54</u>	<u>27.47</u>	<u>28.43</u>
Step 3	25.02	25.27	25.65 <u>26.68</u>	<u>27.61</u>	<u>28.58</u>	<u>29.58</u>
Step 4	26.00	26.26	26.65 <u>27.72</u>	<u>28.69</u>	<u>29.69</u>	<u>30.73</u>
Step 5	26.78	27.05	27.46 <u>28.56</u>	<u>29.56</u>	<u>30.59</u>	<u>31.66</u>
Step 6	27.59	27.87	28.29 <u>29.42</u>	<u>30.45</u>	<u>31.52</u>	<u>32.62</u>
Step 7	28.41	28.69	29.12 <u>30.28</u>	<u>31.34</u>	<u>32.44</u>	<u>33.58</u>
Step 8	29.26	29.55	29.99 <u>31.19</u>	<u>32.28</u>	<u>33.41</u>	<u>34.58</u>
Step 9	30.13	30.43	30.89 <u>32.13</u>	<u>33.25</u>	<u>34.41</u>	<u>35.61</u>
Step 10	31.35	31.66	32.13 <u>33.42</u>	<u>34.59</u>	<u>35.80</u>	<u>37.05</u>
Step 11	32.30	32.62	33.11 <u>34.43</u>	<u>35.64</u>	<u>36.89</u>	<u>38.18</u>
Step 12	32.94	33.27	33.77 <u>35.12</u>	<u>36.35</u>	<u>37.62</u>	<u>38.94</u>
Step 13	33.60	33.94	34.45 <u>35.83</u>	<u>37.08</u>	<u>38.38</u>	<u>39.72</u>
Step 14	34.27	34.61	35.13 <u>36.54</u>	<u>37.82</u>	<u>39.14</u>	<u>40.51</u>
Step 15			<u>37.27</u>	<u>38.57</u>	<u>39.92</u>	<u>41.32</u>
Step 16			<u>38.02</u>	<u>39.35</u>	<u>40.73</u>	<u>42.16</u>

- 2 Effective 7/1/21, Wage scale to be adjusted by eliminating Step 1 and create an
3 additional step above the current structure at Step 14. The one nurse currently at Step 1
4 would remain at Step 1 but their base wage would increase as if they moved to Step 2.
5 The one nurse currently at Step 14, who has been on this step for three (3) of three (3)
6 years, their base wage would increase their base wage as if they moved up that step.
7
8 Nurses currently on Step 2 – Step 14 would stay with their progression within their step,
9 but the step would be renumbered to Step 1 – Step 13.
10
11 Eligibility for Steps 2, 3, 4, 5, and 6 occurs twelve (12) months after application of the
12 prior step. Eligibility for Steps 7, 8, 9, 10, 11, 12, and 13 occurs twenty-four (24) months
13 after application of the prior step. ~~Effective 7/1/16, e~~Eligibility for Steps 14, 15, and 16
14 occurs thirty-six (36) months after application of the prior step.
15

1 To be eligible for an annual wage scale adjustment, a newly hired nurse must have
2 successfully completed the six (6) month trial introductory period of employment.

3
4 2019: The above wage scales reflect a one percent (1.0%) increase effective the first
5 day of the payroll cycle that includes 7/1/2019.

6 2020: The above wage scales reflect a one percent (1.0%) increase effective the first
7 day of the payroll cycle that includes 7/1/2020.

8 2021: The above wage scales reflect a ~~one and one-half~~ four percent (~~1.5%~~4.0%)
9 increase effective the first day of the payroll cycle that includes 7/1/2021.

10 2022: The above wage scales reflect a three and one half percent (3.5%) increase
11 effective the first day of the payroll cycle that includes 7/1/2022.

12 2023: The above wage scales reflect a three and one half percent (3.5%) increase
13 effective the first of the payroll cycle that includes 7/1/2023.

14 2024: The above wage scales reflect a three and one half percent (3.5%) increase
15 effective the first of the payroll cycle that includes 7/1/2024.

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 Cascade Health, July 1, 2019 through
June 30, ~~2022~~2025.*

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ *Work Phone:* _____

Email: _____

Unit: _____

Shift: _____