

**TENTATIVE AGREEMENT**  
**(Subject to Ratification by ONA members)**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**OREGON NURSES ASSOCIATION**

**AND**

**CASCADE HEALTH ~~SOLUTIONS~~**

**July 1, ~~2019-2016~~**  
**through**  
**June 30, ~~2022 2019~~**

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proposals at any time during negotiations.

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**AGREEMENT**

THIS AGREEMENT by and between CASCADE HEALTH SOLUTIONS 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, ~~or 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

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

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

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

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by the Association.

**2.4 Rosters.** Within thirty (30) days after the execution date of this Agreement, the Employer shall provide the local and state Association with a list of bargaining unit nurses showing the nurse's name (first, last, and middle), address (street, city, state, and zip code), RN license number, telephone number (if not unlisted), position, department, status, date of birth, and date of hire and will continue to provide it on a monthly basis, unless there is no change in the roster from the previous month.

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

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

### ARTICLE 3 — BARGAINING UNIT EMPLOYEE DEFINITIONS

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

**3.2 Staff nurse.** A staff nurse is a registered professional nurse or a licensed practical nurse who is responsible for the direct and indirect nursing care within -Home Health, Hospice and the Pete Moore Hospice House under the supervision of a nurse manager ~~Nurse Manager~~.

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

**3.4 Probationary nurse.** Nurses shall be considered probationary

employees during the first six (6) months from the date of employment. The probationary period may be extended upon mutual consent of the Association and the Employer. During the probationary period, a nurse may be dismissed without recourse to the grievance procedure. ~~The manager will arrange a formal mid-probation meeting with the nurse three (3) months after the date of employment. At that time, t~~ The manager will provide the nurse with ~~written regular~~ feedback regarding progress ~~thus far~~ and expectations ~~throughout the introductory trial service period for the next three (3) months.~~ At the conclusion of the probation period, the nurse will receive a written six (6) month probation performance appraisal.

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

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

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

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

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

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

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

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

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

#### **ARTICLE 5 — EMPLOYMENT STATUS**

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

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

**5.2-5.3** Disciplinary communication and documentation. Each step of the disciplinary process shall be documented on a Corrective Action form. The written document shall be placed in the nurse's personnel file and a copy of the document shall be provided to the nurse at the time it is administered. When a nurse is suspended or discharged, such written notice shall contain the following message: "You have a right to contact and be represented by Oregon Nurses Association in an appeal of this action."

Employee/~~manager supervisory~~ communications shall reflect mutual professional respect.

**5.3.5.4 Notice of resignation.** The Employer ~~requires requests~~ that nurses give thirty (30) calendar days advance notice of resignation in order to preserve the continuity of patient care. Less than ~~thirty (30) fourteen (14)~~ calendar days advance notice may cause forfeiture of accumulated Earned Leave, not to exceed the nurse's scheduled days of work during this period of time.

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

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

## ARTICLE 6 — MANAGEMENT RIGHTS

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

1. The types of health care services provided by the Employer.



2. The size and location of the Employer, the number of specific departments and change therein.

3. The means of providing health care services as required by state licensure, standards of care, the practice of the Medical Staff and the welfare of the patients.

4. Technological change.

5. The overall organization of Employer activities.

6. Control of the quality of services and work assignments.

7. Acquisition, design, and control of Employer property.

8. The safety of patients, personnel, and the protection of property.

9. Charges for services and other relationships between patients and the administration or governing board of the Employer.

10. Determination that a period of emergency exists in the Employer.

11. The designation of supervisory employees as agents of Employer 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 ~~Chief Operations Officer~~. During the course of discussions at this level, the clinical services director ~~Chief Operations Officer~~ 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 ~~Chief Operations Officer~~ shall respond within fourteen (14) calendar days from receipt of grievance. If this person is unavailable within the specified timeframe or if the nurse expresses

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1           serious reservations about having to appear before this person, the nurse may  
2           go directly to Step 3.

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

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

12  
13           **7.3 Association grievance.** Any Association grievance will be filed at Step 2 of  
14          the grievance process within the same fourteen (14) calendar day limitation as applies to  
15          nurses in Step 1.

16  
17           **7.4 Arbitration procedure.** The arbitrator shall be chosen from a list submitted by  
18          the Federal Mediation and Conciliation Service by the parties alternately striking one name  
19          each from the list (the first strike determined by the flip of a coin) and the last name  
20          remaining shall be the impartial arbitrator. The arbitrator shall have no power to add to, or  
21          subtract from, or to change any of the terms or conditions of this Agreement. The decision  
22          of the arbitrator shall be final and binding on the parties. The expenses of any arbitration  
23          shall be shared equally by the Employer and the Association. However, each party shall  
24          bear its own expenses of representation and witnesses.

25  
26                                   **ARTICLE 8 — WORK SCHEDULE**

27           **8.1 Work day.** For Home Health and Hospice nurses, eight (8) consecutive hours  
28          shall constitute the basic work day duration for all bargaining unit positions, excluding lunch.  
29          Work days of other duration may be established with Association consent, or may be  
30          continued as they are otherwise provided for in this Agreement or are currently in place. All

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bargaining unit nurses shall be scheduled to work during day shift with a starting time as 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 shift 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 nurse, the day shift shall begin at 0700, the evening shift at 1500, and the night shift will begin 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 ~~Nurse Manager~~ or designee. All nurses are required to confirm with the nurse manager ~~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 will end at 1530, the evening shift will end at 2330, and the night shift shall end at 0730.

**3. At home work.** If a Home Health or Hospice nurse chooses to perform work at her/his private residence, she/he will notify the nurses manager ~~Nurse 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 change, and the change must not prevent the completion of the nurse's assigned shift duties.

**8.1.2 Meal and rest periods.** Nurses shall receive an unpaid meal period of one-half (1/2) hour during their work day. They shall also receive one (1) fifteen (15) minute paid rest period for each four (4) hours of work during their work day. The Employer shall arrange for coverage if break relief is necessary. If a Pete Moore Hospice House nurse is not able to take a one-half (1/2) hour uninterrupted meal period, the nurse will be paid for this thirty (30) minutes. During the unpaid meal period, the nurse is on his/her own time. If a Pete Moore Hospice House nurse is the only nurse scheduled for a given shift, she/he must remain within the facility during meal and rest periods. It is the goal of both parties that the meal period shall occur during the middle four (4) hours of the nurse's work day whenever practical, but in no case later than (6) hours after the beginning of the shift. Rest periods may be allowed in conjunction with the meal period or combined and taken separately from the meal period. Nothing in this section is intended to require any change in nurses' current meal and rest period arrangements without the mutual consent of the nurse and the Employer, as long as those arrangements meet legal requirements.

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

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

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

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

**8.5.1 Alteration of schedule.** After a schedule is approved for each personnel category, a nurse's schedule shall not be altered without agreement by the nurse. If mutual agreement cannot be reached, and the Employer has no reasonable alternative to achieve the needed staffing, the Employer may require a nurse to work the revised schedule, providing that such additions may not exceed the nurse's regular position work schedule. If a permanent schedule change is necessary to meet patient care needs, the employer will give the nurse

1 a thirty (30) day notice prior to implementing the change. Such changes in  
2 posted schedules shall be made among nurses on a rotating basis to the fullest  
3 extent possible. Any nurse who feels that the nurse has been improperly treated  
4 in this process may grieve such improper treatment.

5  
6 **8.6 Shift replacement.** A nurse may have a pre-scheduled shift off by finding a  
7 qualified replacement to work providing that {1} the Nurse Manager receives and  
8 acknowledges written notification not less than twelve (12) hours prior to the shift to be  
9 worked; and {2} no overtime or premium pay results from the schedule change, with the  
10 following exception: resource staff may not be utilized for such replacement without the  
11 Nurse Manager's consent. This provision is intended for those occasional times when a  
12 nurse has been unable to plan and request time off prior to the posting of schedules.  
13 Once approval has been granted it will not be rescinded.

14  
15 **8.7 Report pay.** Nurses who are scheduled to report for work, and who are  
16 permitted to come to work without receiving prior notice that no work is available in their  
17 regular assignment, shall perform any nursing work to which they may be assigned and for  
18 which the nurse is qualified. When the Employer is unable to utilize such nurse and the  
19 reason for lack of work is within the control of the Employer, the nurse shall be paid an  
20 amount equivalent to two (2) hours times the straight time hourly rate plus applicable shift  
21 differential; provided that a nurse who was scheduled to work less than two (2) hours on  
22 such day shall be paid for the nurse's regularly scheduled number of hours of work for  
23 reporting and not being put to work through no fault of the nurse's own. The provisions of  
24 this section shall not apply if the lack of work is not within the control of the Employer, or if  
25 the Employer makes a reasonable effort to notify the nurse by telephone not to report for  
26 work at least two (2) hours before the nurse's scheduled time to work.

27  
28 It shall be the responsibility of the nurse to notify the Employer of the nurse's current  
29 address and telephone number. Failure to do so shall preclude the Employer from the  
30 notification requirements and the payment of the above minimum guarantee.

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proposals at any time during negotiations.

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

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

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

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

c. Qualified on-call nurses can accept a resource position in any department, to provide coverage on scheduled days off, as long as their primary 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 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
- Thursday, 1630 thru Friday, 0800
- Friday, 1630 thru Saturday, 0800
- Saturday, 1630 thru Sunday, 0800



- Sunday, 1630 thru Monday, 0800
- Monday, 1630 thru Tuesday, 0800
- Tuesday, 1630 thru Wednesday, 0800

All on-call shifts will be calculated from the date started, even though it covers portions of two calendar days.

**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 she/he coordinates this with the responsible nurse manager and complies with GHS-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 emergency basis, her/his name will be rotated to the bottom of the rotational list.

**8.10.4 Work assignments.** The Employer shall maintain the right to assign patient care visits for existing patients or admission evaluations for new patients during an on-call shift in those circumstances that are deemed critical and/or time sensitive based on the patient's medical condition and needs. The

Employer will make every reasonable effort to assign such visits at the beginning of the on-call shift.

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

**8.11 Back-up call coverage.** Regularly scheduled Home Health and Hospice ~~staff~~ nurses will provide back-up on-call coverage in the case of emergencies or sickness that the on-call nurse partner is unable to cover, or when an on-call position is vacant. Resource Home Health and resource Hospice, and all Pete Moore Hospice House nurses ~~Nurses~~ will not be required to participate in back-up on-call coverage duties.

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

**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 ~~every 12 or 36 months~~ (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 (2400-0800) 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~~ ~~8.10.3~~. 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.

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

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

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

**9.5.2 Exceptions.**

**1. Holiday/consecutive day.** When a nurse works on a holiday and such work results in work in excess of five (5) consecutive days and/or hours in excess of ~~forty (40) eighty (80)~~ in a ~~one (1) two (2)~~ week period, time and one-half (1½ X) shall be paid for hours worked on the holiday and for hours in excess of five (5) days or ~~forty (40) eighty (80)~~ hours;

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

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

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

**9.8 Callback pay.** Thirteen percent (13%) of Appendix A – Salary Schedule, Step 1 rate per compensated hour.

**9.9 Weekend triage nurse differential.** A nurse who is scheduled or designated to function in this role on a given weekend shift shall receive \$3.50 ~~ten percent (10%) of Appendix A – Salary Schedule, Step 1 rate~~ per compensated hour.

**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

~~8-9.~~ Home Care Clinical Specialist – OASIS Certification [TA 4/29/19]

**9.11 Weekend differential.** A nurse who works during a weekend, defined as the calendar days of Saturday and Sunday, shall receive \$1.75 per hour worked, in addition to the nurse's regular rate of pay. If a nurse is completing paperwork on the weekend that should have been completed during regularly scheduled hours during the week, these hours will be paid at straight time unless the nurse has worked in excess of forty (40) hours in the one-week work period. They will not be eligible for this differential. All work outside of the regular schedule for a given nurse must be pre-approved by the Nurse Manager.

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

**9.13 Short notice differential.** During the monthly work period, a regular nurse who voluntarily accepts an additional assignment within twenty-four (24) hours of the time to be worked shall receive thirty-two dollars (\$32.00)/eight-hour shift, or part thereof, or forty dollars (\$40.00)/ten-hour shift, or part thereof, or forty-eight dollars (\$48)/twelve hour shift,

or part thereof in addition to the pay to which the nurse is otherwise entitled.

**9.14 Pay in lieu of benefits.** Registered Nurses scheduled to work less than twenty-four (24) hours per week and not earning the employee benefits of Earned Leave, and Medical/Dental, Life, and Long Term Disability Insurance, shall receive \$4.00 per hour worked, in addition to the nurse's regular rate of pay. Licensed Practical Nurses scheduled to work less than twenty-four (24) hours per week and not earning the employee benefits of Earned Leave, Medical/Dental, Life, and Long Term Disability Insurance, shall receive \$3.00 per hour worked, in addition to the nurse's regular rate of pay. The above applies to all resource nurses hired after 7/1/2016. For Registered Nurses scheduled to work less than twenty-four (24) hours per week on 7/1/2016, the pay in lieu of benefits will be \$5.75 per hour worked during the remainder of their continuous employment with the Employer.

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

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

**9.15.2 Recording time worked.** These positions shall each receive forty-eight (48) hours of compensation per pay period for answering all phone calls and making visits as needed during scheduled coverage at the nurse's regular straight-time hourly rate of pay, whether or not the nurse actually works that many hours. For any hours not compensated by guaranteed, regular, or premium pay, the nurse will receive \$4.50 per hour for each scheduled hour of



on-call coverage. These on-call positions are not eligible for the weekend differential.

**9.15.3 Excess hours worked.** For all hours actually worked greater than forty-eight (48) hours per week of call coverage, the nurse shall be paid time and one-half the nurse's straight-time hourly rate. This rate will be paid for all hours worked, including travel time. Telephone consultation and documentation of calls that are in excess of ten (10) cumulative minutes will be considered hours worked, as provided under the ONA-CHS contract. For all hours worked in excess of 6.86 hours shall be paid at time and one-half the regular straight-time hourly rate of pay.

**9.15.4 Holiday coverage.** On-call nurse positions will be 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 9.15 Back-up call coverage compensation.** On-call compensation shall be paid when the Employer requires a nurse to remain available to patients/families for 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 9.15.1 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 (1½ X) for hours worked including travel time.

**9.16.2 9.15.2 On-call shift duration.** On-call assignment may be scheduled and paid in one-half shift (four hour) increments. ~~Home Health and Hospice n~~Nurses shall be entitled to \$4.50 per hour for each scheduled hour of on-call. Nurses shall not be scheduled on-call in excess of two (2) shifts (1640

~~1700~~ to 0800) 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 ~~9.15.3~~ — 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 ~~9.15.2~~ 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.

**9.16.4 ~~9.15.4~~ — Call-in minimum.** The nurse shall be guaranteed two (2) hours minimum of work once the nurse reports to work. This minimum shall automatically be waived if the nurse chooses not to work this minimum.

**9.16.5 ~~9.15.5~~ — Telephone work.** All telephone consultation that is necessary for supervision and guidance for personnel on duty, telephone conferences, listening to report, and/or patient evaluation or advice, including documentation of the call, that is in excess of ten (10) cumulative minutes while the nurse is on on-call status, shall be considered hours worked. It shall be the nurse's responsibility to document all calls. Listening to report takes place at the beginning of an on-call or scheduled shift.

**9.17 ~~9.16~~ — Cancelled shift pay.** Nurses requested to work after their scheduled shift has been canceled shall receive time and one half (1-1/2) for a minimum of two (2) hours. If a nurse is canceled and no reasonable attempt is made to notify the nurse before the start of the next shift that the nurse would have worked otherwise, the nurse shall receive four (4) hours pay in accordance with the provisions of this section.

**9.18 ~~9.17~~ — Equal application of preferential pay.** Preferential pay is when the

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

**9.19 ~~9.18~~ — Preceptor pay.** One dollar and thirty-five cents (\$1.35) per hour for hours worked in a preceptor capacity for new hires and nursing students.

**9.20 ~~9.19~~ — Meeting pay.** If a nurse attends a mandatory or voluntary meeting on their day off, they will be compensated at straight time for the length of the meeting unless the 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 ~~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

Page 27 of 59	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

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 <sup>st</sup> thru 12 <sup>th</sup> month	0–1	22	.08462
13 <sup>th</sup> thru 36 <sup>th</sup> month	1–3	26	.1
37 <sup>th</sup> thru 84 <sup>th</sup> month	3–7	30	.11539
85 <sup>th</sup> thru 144 <sup>th</sup> month	7–12	34	.13077
145 <sup>th</sup> 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, her/his accrual shall cease until her/his Earned Leave balance is reduced below three hundred fifty (350) hours.

#### **10.4 Use of Earned Leave.**

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

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

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

**10.4.3 Requests during work period.** Requests for scheduled Earned Leave submitted after the first (1<sup>st</sup>) of the month shall be considered for reasons the employee was unable to anticipate prior to the first (1<sup>st</sup>) of the month. Such requests shall be considered on their merits and upon the Employer's ability to adequately staff departments.

**10.4.4 Unscheduled Earned Leave.** Requests for unscheduled Earned Leave (absences initiated on a day the employee is scheduled to work) should

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

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

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

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

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

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

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

## **10.5 Holidays.**

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

### Major

New Year's Day

Thanksgiving Day

Christmas Day

### Minor

Memorial Day

Independence Day

Labor Day

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

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

1 pay.

## 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) three~~  
 7 ~~(3)~~ days with pay. Immediate family is defined as spouse, spousal equivalent,  
 8 children, parents, step-parents, person who functioned *in loco parentis*, brothers,  
 9 sisters, parents of spouse, grandparents, grandchildren, and other relatives  
 10 residing in the same household as the nurse.

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

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

## 27 **ARTICLE 11 — LEAVES OF ABSENCE ~~WITHOUT PAY~~**

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



additional up to thirty (30) day extensions, if needed. Personal leave requests for the following reasons, and under the following conditions will be considered and responded to in a timely manner by the Nurse Manager or designee.

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

1. Education (profession related)
2. Other (travel, care for family members, emergency, extended medical, etc.)
3. Military

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

1. Inability to maintain proper staffing levels.
2. Inability to obtain qualified replacement.
3. Inadequate notice of intent to take leave.
4. Repeated use of leave of absence.

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

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

**11.6 Seniority/benefit accrual.** The accrual or payment of all benefits, and the accrual of seniority, shall cease at the first of the month following the commencement of unpaid leave, or at the end of statutory leave. Benefits and seniority accumulated prior to such leave shall not be forfeited.

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

**11.8 Statutory Leave.**

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

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

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

**ARTICLE 12 — SENIORITY AND LAYOFFS**

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

**12.1.1 Service outside bargaining unit.** Previously accrued seniority shall be maintained. Accrual of bargaining unit seniority shall continue but be limited to a period of six months from date of transfer when a nurse accepts a non-bargaining unit position with the Employer.

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

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

2. Discharge for just cause.

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

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

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

**12.1.3 Seniority reinstatement.** Any non-probationary nurse who

terminates from employment in the Employer bargaining unit and is rehired by the Employer to a position covered by this Agreement within a period of less than one (1) year from the date of termination will be returned to at least the nurse's same wage as prior to termination and have his/her seniority restored. Earned Leave Accrual will not be restored if the nurse had terminated Employer employment.

## **12.2 Case load assignment.**

**12.2.1 Equitable assignment distribution.** Patient assignments shall be equitably distributed among all staff nurses in a manner reflecting each nurse's position hours. This distribution will be based on national industry standards. If a nurse believes they have an inequitable patient assignment, 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 ~~on a consecutive weekend shift which is in addition to the nurse's regular scheduled weekend.~~

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 ~~percentage~~ 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. as follows:

a) ~~Hours worked/hours scheduled. When scheduled for a shift that is to meet the nurse's master schedule, the nurse shall add their number of scheduled hours on the "hours scheduled" line. The hours actually worked during that shift will be entered on the "hours worked" line. Percentages will result from hours worked divided by hours scheduled, rounded to the nearest full percent.~~

~~The beginning of the month ratio is determined by the previous month's ending percentage. "Hours worked" (the numerator) is always the nurse's ending percentage from the previous month; "Hours scheduled" (the denominator) is entered as "100."~~

~~The nurse shall be responsible for the calculation of daily hours worked and the percentage. The most current calculation by the nurse in the log will be considered accurate.~~

~~b) First cancelled. When the percentage rotation system is utilized to determine work hours reductions, the nurse whose ratio of hours worked to hours scheduled is the highest, that is whose ratio is closest to "one" (1/1 or 100%), will be the first cancelled or assigned to standby status. The next nurse cancelled or assigned standby status shall be the nurse whose ratio is the next closest to one, etc.~~

~~c) Percentage change due to OIP and absences. Master Schedule Low Census OIP; Scheduled/Unscheduled Absences. When a nurse is granted low census OIP, or is canceled or placed on standby by percentage, these hours lost will be used in the calculations and result in a lowered percentage. Any other scheduled absence (vacation, LOA, request days, etc.); cancellations of days in excess of a nurse's master schedule, or unscheduled absence (illness, family emergency, etc.) shall not affect the nurse's percentage. The percentage is frozen and carried to the next scheduled personal master day.~~

~~d) Effect of extra-scheduled shifts. Hours that a nurse is scheduled above the nurse's personal master schedule are not entered into the percentage rotation system calculation. These hours include extra shifts that are self-scheduled, high-census shifts/hours, and/or overtime hours.~~

~~e) Seniority tiebreaker. When there exists a situation in which percentages are unavailable (excluding Resource Nurses), or when percentages are tied, then seniority shall be the determining factor. The junior nurse will be canceled or assigned standby status prior to the senior nurse.~~

~~6)f) Preceptors. The RN Preceptor, as defined in Article 13 – Position Posting and Filling Vacancies, 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, however this work shall be included in the nurse's percentage calculation.~~

### 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.

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

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

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

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

1. **Open position notice/application.** Nurses on layoff may apply for any open position for which they are qualified. In addition, nurses on layoff may request, in writing, to receive a copy of all posted



positions in the mail. The position will be filled according to the provisions of Section 13.3. A nurse shall be removed from the layoff list upon obtaining a position with the Employer.

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

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

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

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

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

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

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

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

3. Each posting shall specify the date it was posted and that it will remain posted until filled. ~~Postings will be removed when final interviews are scheduled.~~

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

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

**13.2 Vacancy notice to absent nurses.** For nurses on vacation, layoff, or leave of absence who have requested in writing to Human Resources, notices of vacancies shall be sent to an address indicated by the nurse. If the nurse is on layoff or on leave of

1 absence in excess of thirty (30) days, and is granted the position, the nurse must be  
 2 available to return to work within at least fifteen (15) days from the date of posting of the  
 3 position as required by the Employer.

4  
 5 **13.3 Filling of vacancies.** Nurses employed by the Employer may apply for such  
 6 permanent vacancy or newly created position, to include full and part-time positions, and  
 7 internal applicants shall be given preference in filling such vacancy on a seniority basis  
 8 provided the senior nurse has qualifications as reflected in certifications, educational or  
 9 workshop credits, and demonstrated abilities as reflected by years of satisfactory,  
 10 exemplary, or specialty service that are at least equal to those of other internal and external  
 11 applicants. A newly hired nurse will be eligible to apply for a transfer to a different position  
 12 after completion of ninety (90) days of service with the Employer. A nurse who has  
 13 received a correction notice will be eligible to apply for a transfer to another department six  
 14 (6) months after the date of last corrective action, unless the nurse has made satisfactory  
 15 progress, as determined by the Employer.

16  
 17 **13.3.1 Denied transfer requests.** All internal applicants will fill out the  
 18 appropriate form to apply for vacancies and newly-created positions. The  
 19 employee will be verbally notified with the reason for denial. Upon request, the  
 20 nurse shall receive a copy of the Transfer Request form from the nurse manager,  
 21 including the documented reason for denial. back from the Nurse Manager with  
 22 the reason for denial stated on the form.

23  
 24 The Chief Executive Officer shall review and reconsider the denied position  
 25 appointment if requested within five (5) days of the notification of denial to any in-  
 26 house applicant.

27  
 28 **13.3.2 Transfer date.** A nurse who has applied for and has been granted  
 29 a position shall be scheduled and transferred to this new position within two (2)  
 30 months from such notification of acceptance. If a nurse transfers to a different

department she/he will have a (3) three month probationary period. If a nurse transfers to a different position within the same department she/he will have a (1) month probationary period. The manager will provide written performance feedback at the conclusion of the probationary period. If, based upon performance, the Employer determines during the transfer probationary period that the nurse should not be continued in the new position, the nurse will be returned to his or her former position or, if that position is no longer available, to a resource position in the nurse's former department. If no such position is vacant in the department, a resource nurse position shall be created for the nurse. A return to the nurse's original position or department will have no impact on the nurse's seniority or eligibility for future transfer requests.

**13.4 Preceptor role positions.** ~~RN preceptor "positions" shall be treated as title only "positions" with no guarantee of work in addition to the applicant's regular position.~~

Assignment of preceptor responsibilities will be based on an appropriately skilled nurse's willingness to provide this service on behalf of the department.

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

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

**Increase of hours.** The Employer, at its discretion, may offer a permanent increase of hours to an established position of no more than twelve

(12) regularly scheduled hours per week. Such hours may be offered in four- (4), eight- (8), or twelve-(12) hour increments, provided that positions resulting from the accretion of these hours must be consistent with defined work days under this Agreement.

## ARTICLE 14 — HEALTH AND WELFARE

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

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

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

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

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

**14.2 Dental insurance.** The Employer agrees to provide and pay 75% of the total premium amounts of the Employer's current dental plan or a plan that provides similar benefits for the duration of this Agreement. ~~Dental plan coverage for major (Class III) services shall be fifty percent (50%).~~

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

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

0-1 years of employment	0% of eligible compensation
1- <del>3</del> <u>2</u> -years of employment	1.5% of eligible compensation
3- <del>4</del> <u>4</u> -years of employment	3.5% of eligible compensation
5- <u>10</u> <del>9</del> -years of employment	4.5% of eligible compensation
10+ years of employment	6.5% of eligible compensation

ONA → Cascade Health Solutions	Date of Proposal: ____/____/____
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**14.4 Group life insurance.** The Employer will pay the full cost for, and provide, basic life insurance coverage for each benefit-eligible nurse. The employer shall continue to make supplemental life insurance available for purchase by eligible nurses.

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

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

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

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

**ARTICLE 15 — SUBSTANCE ABUSE AND SCREENING**

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

Page 47 of 59	Date Accepted	/ /
	Accepted by ONA	
	Accepted by Employer	

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

**15.2 Procedure.**

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

**15.2.2 Present employees.**

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

**2. Reasonable suspicion testing.** When a Nurse Manager or designee and the Director of Human Resources or designee have a reasonable belief on the basis of observed behavior that an employee is



under the influence of alcohol and/or a controlled substance while on or reporting for duty, both should document the behavior, such as slow reactions, poor coordination, confusion, loss of concentration, poor memory recall, etc., and take the employee to a suitable location which insures privacy. If the employee confirms that such suspicions are correct, the employee should be immediately suspended from work pending timely referral to the Employee Assistance Program. If the employee denies drug or alcohol usage, the manager should escort the employee to Occupational Health, so that a physician may conduct a medical evaluation, which may include a drug and/or alcohol screen of the urine. All initial positive tests will be retested for confirmation. If a specimen is taken, the retest shall be by thin-layer chromatography.

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

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

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

## **ARTICLE 16 — PROFESSIONAL DEVELOPMENT**

### **16.1 Paid educational leave.**

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

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

**16.2 In-service education.** The Employer agrees to continue providing in-service education programs for all personnel covered by this Agreement. The Employer will make every effort to ensure that such programs are of high quality and presented by individuals knowledgeable in the field. The Employer will regularly converse with nurses ~~formally survey nurses at least yearly~~ to determine the specific kinds of education programs that are desired and shall provide those that are most in demand. This shall not preclude the Employer from providing additional education programs.

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

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

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

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

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

**16.3.1 Process.** Evaluation is a collaborative, non-disciplinary process which may include ~~peer or~~ self-evaluation. A copy of the evaluation will be furnished to the nurse. ~~If peer evaluation is utilized, the nurse and Employer may each select equal numbers of those individuals who may participate in that nurse's evaluation.~~

~~**16.3.2 Work action/mutual action plan.** In the event of an unsatisfactory evaluation, mutually agreed to goals shall be incorporated into a written work action plan. The plan shall consist of recommendations and mutually agreed to actions between the nurse and the nurse's immediate supervisor, preceptor or mentor. A written re-evaluation shall occur within three (3) months following the initiation of this plan.~~

**16.3.2 16.3.3 Performance feedback.** As a supplement to the evaluation process and to assure more timely feedback to the nurse than an annual evaluation can accomplish, the nurse's manager shall make every effort to communicate to the nurse all potential substandard performance issues that are brought to his or her attention, including patient and staff complaints, in a timely fashion.

**16.4 Orientation.** Orientation shall be maintained under the leadership of the Nurse Manager, who shall utilize experienced registered nurses in carrying out on-the-job orientation.

**ARTICLE 17 — GENERAL PROVISIONS**

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

**17.2 Contract Administration Conference Committee.** An ad hoc Contract Administration Conference Committee may meet periodically, at the request of the Employer or the Association, to discuss common concerns to improve relations and avoid unnecessary disputes between the parties. The express purpose of the meetings shall be to discuss contract interpretation and clarification, Association grievances (or potential grievances), improved methods of communication and employee relations, and/or problems of staffing and recruitment of nursing personnel. Such meetings shall not be used for the purpose of discussing or adjusting individual employee grievances. In the event of severe staffing shortages, the Conference Committee shall meet at the request of either party to comprehensively consider alternative means of staffing the Employer other than those outlined in the current agreement. These discussions may include, but not be limited to, revised or emergency staffing patterns, pay incentives, recruitment practices, and nurse registry utilization. This collaborative effort shall not be interpreted to reduce or eliminate any Employer right to take unilateral action to effectively deal with a staffing shortage. All such meetings shall occur during business hours with no loss of pay for any Association representative who is scheduled to work during such a meeting. This committee may be utilized as a means for the parties to amend, add, or delete portions of this Agreement as deemed appropriate by authorized mutual consent.

**17.3 Maintenance of benefits.** 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.

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

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

**17.6 Reimbursable allowances.**

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

**17.6.2 Reimbursable miles.**

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

b) When only check-out from the base office is required, reimbursable mileage means all mileage driven on duty that day less the normal commute. ~~distance driven to the first patient's home or less the distance the nurse would have driven from his/her home to the base office, whichever produces the greater number of reimbursable miles.~~

c) When only check-in at the base office is required, reimbursable mileage means all mileage driven on duty that day less the normal commute. ~~distance driven from the last patient's home or less the distance~~

~~the nurse would have driven from the base office to his/her home,  
whichever produces the greater number of reimbursable miles.~~

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

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

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

## ARTICLE 18 — SEPARABILITY

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

**18.2 Declaration of invalidity.** In the event that any provision of this Agreement is declared to be invalid, the parties shall, upon ten (10) days written notice to the other,

negotiate, in good faith, with a view toward agreeing upon a lawful substitute. In the event the parties are unable to reach agreement on a substitute, an arbitrator shall be appointed, pursuant to the procedure set forth in Article 7.

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

## ARTICLE 19 — TERMINATION AND RENEWAL

**19.1 Duration/renewal notice.** This Agreement shall be in full force and effect until July 1, ~~2022~~ 2019, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least ninety (90) days prior to any expiration or modification date of its desire to terminate or modify such Agreement. Each party giving notice of intent to modify this Agreement shall use its best efforts to include with such notice a list of requested modifications.

~~**19.2 Limited Hospice House Reopener.** Both the Employer and the Association acknowledge that during the first year of the Hospice House operation, either party may want to discuss possible modification of certain provisions of the Agreement relating to the Hospice House. Any discussions to modify this Agreement during this time period are subject to the following:~~

- ~~1. The parties agree that such discussions will be limited to Article 8 and Article 9, and solely to the extent the terms of such Articles directly affect employees whose home department is the Hospice House.~~
- ~~2. The parties agree that this section does not constitute a reopener of the Agreement except to the limited extent provided in this section.~~
- ~~3. Either party may terminate such discussions at any time prior to their agreement on a proposed modification without obligation to engage in further discussions.~~



~~4. If the Association and Employer do not agree on any proposed modification, then the Agreement will remain unchanged.~~

~~Notification of the request to a Hospice House reopener must be made in writing to either party prior to the first anniversary of the Hospice House opening. Should the parties choose to move forward with discussion of possible modifications pursuant to this section, both the Employer and the Association are committed to an expedient process, so negotiations would begin no later than thirty (30) days following the request, and would be completed within ninety (90) days.~~

## APPENDIX A—SALARY SCHEDULE

**[NOTE: RN AND LPN Wage scales to be revised accordingly.]**

Wage scale to be adjusted by eliminating Step 1 and create an additional step above the current structure at Step 14. The one nurse currently at Step 1 would remain at Step 1 but their base wage would increase as if they moved to Step 2. The one nurse currently at Step 14, who has been on this step for three (3) of three (3) years, their base wage would increase their base wage as if they moved up that step.

Nurses currently on Step 2 – Step 14 would stay with their progression within their step, but the step would be renumbered to Step 1 – Step 13.

Eligibility for Steps 2, 3, 4, 5, and 6 occurs twelve (12) months after application of the prior step. Eligibility for Steps 7, 8, 9, 10, 11, 12, and 13 occurs twenty-four (24) months after application of the prior step. Effective 7/1/16, eligibility for Step 14 occurs thirty-six (36) months after application of the prior step.

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

1

2 2019: The above wage scales reflect a one percent (1.0%) increase effective the first  
 3 day of the payroll cycle that includes 7/1/2019.

4 2020: The above wage scales reflect a one percent (1.0%) increase effective the first  
 5 day of the payroll cycle that includes 7/1/2020.

6 2021: The above wage scales reflect a one and one-half percent (1.5%) increase  
 7 effective the first day of the payroll cycle that includes 7/1/2021.

8

9

10 ~~2016: The above wage scales reflect a one percent (1%) increase effective the first day~~  
 11 ~~of the payroll cycle that includes 7/1/16.~~

12

13 ~~2017: The above wage scales reflect a one percent (1%) increase effective the first day~~  
 14 ~~of the payroll cycle that includes 7/1/17.~~

15

16 ~~2018: The above wage scales reflect a one percent (1%) increase effective the first day~~  
 17 ~~of the payroll cycle that includes 7/1/18.~~

## 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 ~~Solutions~~, July 1, 2016 through June 30, 2019.*

*Signature:* \_\_\_\_\_

*Today's Date:* \_\_\_\_\_

Your Mailing Address \_\_\_\_\_

\_\_\_\_\_

*Home Phone:* \_\_\_\_\_ *Work Phone:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Unit:* \_\_\_\_\_

*Shift:* \_\_\_\_\_