

COLLECTIVE BARGAINING AGREEMENT

Professional Agreement

between

Oregon Nurses Association

&

Amedisys, Inc.

January 27, 2011

until

March 31, 2013

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ARTICLE 1 – PURPOSE

1 The purpose of this Agreement is to maintain equitable employment conditions
2 and an orderly system of employer-employee relations which will facilitate joint
3 discussions and cooperative solutions of mutual problems by the management of the
4 Employer and the professional nursing staff.

ARTICLE 2 – RECOGNITION

5 Amedisys, Oregon, LLC (“Employer”) recognizes the Oregon Nurses Association
6 (“Association”) as the exclusive representative for the bargaining unit composed of all
7 registered, professional nurses employed by the Employer for the purpose of collective
8 bargaining with respect to wages, hours of work and other conditions of employment,
9 excluding licensed practical nurses, per diem (PRN) nurses, nurses serving as (removal
10 of the "coordinator" positions) supervisors as defined in the Act, confidential employees
11 and all other employees. The parties agree that this provision may be bargained at the
12 request of either party for the successor Agreement.

ARTICLE 3 – DEFINITIONS

13 **Nurse** – A registered nurse covered by this Agreement. Recognition of relevant
14 professional nursing experience shall be recognized in salary level placement as
15 specified in Article 6.

16
17 **Regular Full-Time Nurse** – A full-time nurse is regularly scheduled to work a full
18 work-week of forty (40) hours (thirty-two (32) hours or more for nurses hired prior to
19 September 1, 2007, and who has continued to work such a schedule on a continuous
20 basis), and is classified as such.

21
22 **Regular Part-Time Nurse** – A part-time nurse is regularly scheduled to work a
23 minimum of twenty (20) hours each week but less than the hours required to attain
24 “regular full-time” status. This does not include per diem nurses (who are excluded from
25 the bargaining unit).

26
27 **PRN (Per Diem) Nurse** – A nurse who is not assigned an FTE status and is not
28 regularly scheduled for any designated number of hours per pay period.

1 **Temporary Nurse** – A temporary nurse is one who is hired for a limited period of
2 time always less than six (6) months. Temporary nurses (e.g. agency or traveler) may
3 be utilized provided no bargaining unit nurse is available.
4

5 **Years Of Service** – Nurses who worked for IntegriCare, Inc. and were hired by
6 the Employer on September 1, 2007, without a break in service, shall have their
7 seniority and years of service recognized under this Agreement from their date of hire
8 (or adjusted date of hire) as a nurse with the Legacy Visiting Nurses Association, Option
9 Care or IntegriCare. This recognition shall apply to all benefit accrual and seniority
10 provisions of this contract.
11

12 **Non-Admit** – An encounter with a patient that does not result in admission or
13 treatment for reasons beyond the nurse's control including, but not limited to: the
14 potential patient is not home-bound, there is no need for a skilled nurse, another agency
15 is involved, the patient refuses care or is an inappropriate patient for the Agency. A
16 qualifying Non-Admit is potentially relevant only to the Productivity Standards in
17 Schedule A of this Agreement.
18

19 **Baylor Nurse** – A nurse who is hired to fill a weekend schedule (Friday,
20 Saturday, Sunday and/or Monday) consisting of up to ten (10) hours per day.
21

22 **On-Call** –An assignment used to provide patients, caregivers and family access
23 to clinical information, support and skilled services after business hours.
24

25 **Weekend Work** – Work scheduled from 8:00 a.m. Saturday morning until 8:00
26 a.m. Monday.
27

28 **Weekend On-Call** – This duty runs from Saturday at 8:00 a.m. until the following
29 Monday at 8:00 a.m. and may be scheduled in multiple shifts if staffing allows. In
30 accordance with Article 20.A.3 of this Agreement, on-call hours will be equitably
31 distributed in/for each office according to the number of on-call hours required and the
32 number of nurses in that office authorized to take call.

ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITY/

HARASSMENT-FREE WORKPLACE

1 The parties will not unlawfully discriminate in hiring, promotion, salary
2 determination or other terms of employment on the basis of race, color, religion,
3 ancestry, age, sex, national origin, physical or mental disability, genetic information,
4 marital or veteran status, on-the-job injuries, sexual orientation, gender identity, or any
5 other legally protected status. The parties further agree that conditions of employment
6 shall be consistent with applicable laws requiring that all employees be provided with a
7 working environment free from all forms of unlawful harassment.

8
9 Any nurse who is subjected to, witnesses or suspects any violation of these
10 commitments shall immediately report the matter directly to the Area Vice President, or
11 any bargaining unit representative (who in turn shall promptly inform the Area Vice
12 President of any problems or concerns), so that Employer can discharge its legal
13 obligation to timely conduct an appropriate investigation.

14
15 Any nurse who believes that he/she has been discriminated or retaliated against
16 in any way for bringing a question or complaint to Employer's attention, for bypassing
17 the chain of command and/or for participating in any investigation, shall immediately
18 report the matter directly to any Manager or Vice President in Corporate Human
19 Resources, or any bargaining unit representative (who in turn shall promptly inform any
20 Manager or Vice President in Corporate Human Resources), so that Employer can
21 similarly discharge its legal obligation to timely conduct an appropriate investigation.

ARTICLE 5 – EMPLOYMENT STATUS

22 A. **Employer Rights** - The Employer reserves the right to hire, fire, promote, and
23 transfer all members of the staff and to assign duties and responsibilities, provided that
24 discipline of employees who have successfully completed the introductory period will not
25 be imposed without just cause. The principles of progressive discipline shall apply to
26 disciplinary actions except when the Employer must take a more immediate action where
27 the safety, and/or security of employee, patient, and/or the Employer are involved, or in
28 other circumstances constituting just cause.

1 **B. Introductory Status** - A nurse shall be in introductory status for the first ninety
2 (90) calendar days of employment and may be terminated without prior notice and
3 without cause during that time. Further, such employees will not have access to
4 grievance procedures related to discipline or discharge. The introductory period may be
5 extended by mutual and written agreement between the Employer and the nurse for up to
6 sixty (60) additional calendar days. If an extension is agreed upon, specific goals and
7 objective criterion shall be established in writing between the nurse and his/her
8 supervisor. Where the introductory period is extended, no wage increases otherwise due
9 shall become effective until the nurse has satisfactorily completed the introductory period.
10 The introductory period is automatically extended for the length of time during which a
11 nurse is placed on a leave of absence or is placed in a modified duty assignment which
12 does not include a majority of the nurse's regular duties. If that leave or modified duty
13 assignment is greater than two (2) weeks in duration, the anniversary date for salary
14 purposes shall remain the date of hire for the nurse who satisfactorily completes an
15 extended introductory period. The written extension agreement will note the nurse's right
16 to review the proposed extension with the bargaining representative, provided any
17 Association involvement will not delay expiration or extension of the introductory period.
18 Upon the twelve- (12-) month anniversary of employment, the nurse shall be evaluated by
19 his/her team manager or supervisor.

20
21 **C. Job Bidding** - Where qualifications and relevant experience are similar, non-
22 introductory nurses shall be given preference in filling job vacancies in accordance with
23 seniority. Advance notice of anticipated vacancies will be communicated to nurses via
24 employer e-mail (when available) and/or posted on Employer's intranet site. Postings
25 shall include the position's hours, classification (job title), status, required weekend and
26 on-call work and shift. Vacancies will not be filled permanently until at least ten (10)
27 calendar days after the opening has been posted. Although a position's assignment
28 area shall not be considered part of a position, such assignments when they become
29 available shall be granted to senior qualified nurses by an internal notification process
30 consisting of the same posting period and methods applied to vacated or new positions.
31 In the event the Employer makes patient assignments to nurses based on travel from a
32 regional office location more than thirty (30) miles from current location, the Association
33 shall have the right to negotiate the impact of the assignments.

1 **D. Termination of Employment -**

2 1. A nurse should give a minimum of fourteen (14) days written notice of intent
3 to terminate employment. Employer shall have the right to provide any
4 combination of notice and/or pay in lieu of requiring the nurse to work the
5 period of notice.

6
7 2. The Employer shall give non-introductory nurses fourteen (14) days written
8 notice of termination or two (2) weeks pay in lieu thereof except where the nurse is
9 terminated for a violation where the safety, health and/or security of employees,
10 patients, visitors and/or the Employer is involved, or where the performance and/or
11 conduct problems provide just cause for discharge on the first offense, including,
12 but not limited to:

13
14 2.1 Physical attacks (such as fighting)

15
16 2.2 Any violation of any Employer Alcohol and Drug policy involving
17 illegal drugs (including “medical” marijuana) or alcohol;

18
19 2.3 Severe incidents of unlawful discrimination or harassment;

20
21 2.4 Possessing firearms or other weapons, ammunition, explosives,
22 fireworks, or knives (other than pocket knives) on Employer or
23 patient premises or at Employer-sponsored events;

24
25 2.5 Insubordination, deliberate refusal to comply with reasonable
26 supervisory instructions (such as to perform specific job tasks or
27 assignments, refusing to cooperate or giving untruthful or
28 misleading information in interviews, etc.);

29
30 2.6 Dishonesty, including, but not limited to, falsification,
31 misrepresentation, and/or omission of information in interviews,
32 investigations, and on Employer records (such as employment
33 applications, timesheets, patient records, accounting and expense
34 reports, etc.);

- 1 2.7 Theft, or possession without proper prior permission, of Employer
2 property or the property of others;
3
4 2.8 Immoral, indecent or criminal conduct while on Employer property,
5 Employer time or in other circumstances which might adversely
6 reflect upon Employer's operations;
7
8 2.9 Threatening, intimidating, or coercing, or abusive language or
9 behavior directed to any person while in any job-related
10 circumstance;
11
12 2.10 Disclosure of confidential (including HIPAA-protected) information
13 relating to patients; and
14
15 2.11 Allowing non-employees to accompany staff to a patient home
16 (except a student accompanying a nurse as part of an orientation
17 program previously approved by employer and sponsored by a
18 local technical school or college).
19

20 Non-introductory nurses shall nonetheless have the right to challenge any
21 termination under Article 17 of this Agreement. If the Employer gives less than
22 fourteen (14) days written notice of termination the difference between ten (10)
23 working days and the number of working days of advance notice shall be paid the
24 nurse at the regular rate of pay.
25

26 3. Employer may take whatever disciplinary action it deems appropriate for the
27 violations identified in Subsections 2.1-2.11 above, including discharge, and the
28 only issue reviewable through the grievance procedure will be whether the nurse
29 committed the violation.
30

31 4. The reasons for termination by the Employer shall be included in the written
32 notice, and a termination interview with the Director of Operations and Clinical
33 Manager or his/her designee shall be granted at the request of the nurse. All nurses
34 shall be requested to participate in an exit interview with a management

representative.

ARTICLE 6 – SALARIES AND COMPENSATION

A. Wage Rates

1. Nurses will be paid pursuant to the wage scale under Schedule B attached hereto.

2. A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse's experience providing direct patient care during the immediately preceding five (5) years. The nurse will also be credited with one (1) additional year (beyond the up to five (5) years) for each additional year of actual home health experience. A year of experience under this section is two thousand eighty (2080) hours of the related work. The Employer may, at its discretion, place a newly hired experienced nurse at a higher step rate of pay.

3. Nurses shall advance on the wage scale upon their anniversary date. The parties recognize that this Agreement contains the minimum standards of employment and wages, and that the Employer retains the discretion to increase nurse pay above those minimums.

4. If Employer implements a policy of paying a differential for non-represented RNs who obtain a recognized certification, the policy shall be extended to employees covered by this Agreement.

ARTICLE 7 – TRANSPORTATION AND OTHER ALLOWANCES

A. All nurses required by the Employer to use their automobiles shall receive a mileage reimbursement at forty-eight and one-half (48.5) cent mileage rate. In the event the Employer's mileage rate is increased, this mileage reimbursement rate will automatically increase proportionally to the Employer's increased mileage rate, provided that the rate shall not exceed the then-current IRS maximum.

1 B. All nurses required by the Employer to use their automobiles shall provide proof of
2 automobile collision liability coverage.

3
4 C. Reimbursable mileage means all mileage driven on duty each day based on a
5 GPS-automated mileage calculator less the distance to and from the nurse's home to the
6 nurse's base office.

7
8 D. All costs of public transportation in the line of duty will be paid by the Employer.

9
10 E. Any employee, who drives a motor vehicle while on Employer business, whether
11 the vehicle is owned or leased by Employer or the employee, has responsibility to operate
12 the vehicle in accordance with all applicable laws, as well as a proper concern for safety.
13 All parking charges (except those for illegal parking) in the line of duty shall be paid by the
14 Employer, but all traffic and vehicular citations shall be the nurse's responsibility.

15
16 F. Employer shall reimburse all full-time field nurses Thirty Dollars (\$30.00) per month
17 for cellular phone use, with Fifteen Dollars (\$15.00) per month for part-time field nurses,
18 and this amount shall be paid as an automatic reimbursement. Employer's corporate
19 cellular phone reimbursement rate as of the effective date of this Agreement shall not be
20 reduced during its term and that nurses automatically will receive any increases in such
21 rate. In lieu of the automatic monthly cell phone reimbursement, nurses may voluntarily
22 elect to submit an itemized copy of their business usage for reimbursement, up to a
23 maximum of fifty dollars (\$50.00) per month. Employees are not to use cell phones while
24 operating a motor vehicle without a hands-free device provided by the employee.

ARTICLE 8 – HOURS OF WORK AND OVERTIME PAY

25 A. The basic work week shall be forty (40) hours, starting and stopping to match the
26 Employer's payroll cycle. Any change in the work week shall require thirty (30)
27 days' written notice to the Association in advance of the change. The schedule for
28 any Baylor Nurse positions will be as defined in Article 3 of this Agreement.\

29
30 B. 1. The basic workday shall be eight (8) hours and could begin earlier or later
31 than 8:30 a.m., plus a minimum thirty- (30-) minute meal period on the nurse's own
32 time. The basic workday may be changed by the Employer, based on need, to

eight (8) hours or less or ten (10) hours or less depending upon the shift hired for, and minus meals on the nurse's own unpaid time, as scheduled. Hours of work shall be consecutive, except for the intervention of the meal period. Nurses are allowed up to fifteen (15) minutes of paid break for each four (4) hours worked with scheduling to be at the discretion of the individual nurse, subject to Oregon law. No nurse shall be required to work a scheduled shift of other than eight (8) or ten (10) hours in duration, unless specifically hired for such different length shift.

2. Employer shall have a schedule posted by the 22nd of each month or, if the 22nd falls on a weekend or holiday, on the next regular business day. Adjustments to the schedule can only be made with the mutual agreement of the affected nurse or in extraordinary circumstances necessary to provide care.

3. In order to meet service needs at different times, the Employer may make longer-term changes to the start and stop times of existing length shifts and reassign nurses with prior mutual agreement from the affected nurse(s).

4. If available unfilled shift assignments are known, the Employer will identify and post them, whenever possible, in an effort to elicit volunteers.

C. Overtime pay shall be compensated as follows:

1. Pay. Overtime compensation will be paid at one and one-half (1½) times the nurse's regular straight-time hourly base rate of pay for all hours worked in excess of forty (40) hours within the workweek.

2. Bargaining unit nurses shall not be required to work or be placed on call more than the equivalent of once every fourth weekend. (A nurse who was scheduled to work but work was not available shall be credited with having worked the weekend.) Nurses shall also not be required to be placed on-call for more than five (5) weeknights per month. These restrictions shall not apply to a nurse who has accepted a position for which the employer has posted a more frequent weekend and/or on-call work requirement, nor in extraordinary or emergency circumstances when additional staff is needed to meet patient needs. The Employer will attempt to solicit volunteers and utilize PRN nurses prior to requiring

1 a nurse to be placed on call and/or to work night shifts in excess of the amounts
2 listed herein. Weekend work and weekend call will be assigned to a nurse during
3 the same weekend whenever possible if the nurse so desires.

4
5 3. Authorization and Minimum Time. All overtime must be authorized in
6 advance by the Employer.

7
8 If a nurse makes a timely request (*i.e.*, at least two (2) weeks in advance
9 of a scheduled weekend), he/she may request two (2) consecutive or non-
10 consecutive days off in the week preceding or following a weekend worked and
11 the Employer will make every effort to accommodate the request. The nurse will
12 be given two (2) days off in either the week preceding or following the scheduled
13 weekend. The Employer will give a firm response to a request within three (3)
14 working days. However, the Employer retains the ability to designate the days
15 off to ensure safe and adequate staffing for patient care services and/or to
16 minimize overtime costs.

17
18 D. In computing pay there shall be no pyramiding of premium pay (which under this
19 Agreement includes differentials) under the contract; that is, overtime will not exceed
20 one and one-half (1½) times straight-time base rates. On-call is not treated as a
21 differential and thus a nurse working overtime on the weekend will receive on-call on top
22 of overtime.

23
24 E. A nurse who is scheduled to work and reports to work without receiving prior
25 notice that a full shift of work is not available will, at the Employer's option, either be
26 paid a minimum of two (2) hours or allowed to work as assigned by the Employer for a
27 minimum of two (2) hours. A nurse may waive the work and reporting pay on a case-
28 by-case basis. If any nurse is placed on temporary reduction of force status, he/she
29 must be notified by 5:00 p.m. the day prior or will either be paid or assigned work, etc.,
30 as set forth above, and shall not suffer a reduction in benefits.

31
32 F. Weekend Differential - Nurses will receive a weekend differential of one and
33 75/100 dollars (\$1.75) per hour based on hours worked that fall within the designated
34 time period from 8:00 a.m. Saturday to 8 a.m. Monday.

1 G. Additional Shift Incentive - Effective with the first pay period beginning after
2 ratification of this Agreement, an eligible part-time nurse will be paid an additional shift
3 incentive of nine and no/100 dollars (\$9.00) per hour for working extra shift(s) at the
4 request of the Employer, in excess of the number of the nurse's regularly scheduled
5 budgeted hours for the week.

6
7 1. To qualify for the additional shift incentive, the extra shift must be of at
8 least four (4) hours in duration.

9
10 2. Hours worked as a result of trades or of being called in to work while on-
11 call will not be included in determining eligibility for the additional shift incentive.

12
13 3. If a nurse's budgeted hours are reduced at the nurse's request, the nurse
14 will not be eligible for this differential until after the completion of twenty-six (26)
15 full workweeks following the reduction in the nurse's budgeted hours.

16
17 4. The additional shift incentive would not apply to hours that are worked at
18 the overtime rate of pay.

19
20 H. Night Shift Differential - Effective with the first pay period beginning after
21 ratification of this Agreement, a night shift differential of five and no/100 dollars (\$5.00)
22 shall apply to hours worked between 8:00 PM and 8:00 AM.

23 **ARTICLE 9 – PAID TIME OFF (“PTO”) AND HOLIDAYS**

24 A. **PTO** - All eligible nurses will participate in the Employer's paid time off (“PTO”)
25 program as described in its current Employee Handbook provided, however, that the
26 substantive benefits provided in such plan shall not be modified during the term of this
27 Agreement without mutual consent of the Employer and Association. Compensated
28 hours shall be used for the pay period accruals. For clarification purposes, the following
29 practices and interpretations apply:

- 30
31 • Employees must qualify as “part-time,” *i.e.*, regularly scheduled to work at least
32 twenty (20) hours per week, to earn the accrual;

- The bi-weekly accrual for “part-time” is the same, regardless of the employee’s actual weekly schedule and/or years of service;
- Nurses “grandfathered” at thirty-two (32) hours for purposes of “full-time” status (see Article 3) shall accrue PTO based on a full-time schedule.
- Eligible full-time employees are credited with a “Year of Service” for each calendar year in which the employee is compensated (for at least one thousand three hundred (1,300) hours); and
- Eligible employees who wish to borrow up to sixteen (16) hours of PTO (maximum per calendar year) must complete an appropriate request form which will also authorize a deduction from an employee’s paycheck or final paycheck should a separation from employment occur prior to “repayment” of the borrowed PTO. If sufficient funds are not available to cover the deficiency, the nurse shall cooperate in arranging a repayment schedule.

B. **Holidays** - All eligible nurses will participate in the Employer’s Holidays program as described in its current Employee Handbook provided, however, that the substantive benefits provided in such plan shall not be modified during the term of this Agreement without mutual consent of the Employer and Association. In addition, nurses who work on holiday (other than the Day After Thanksgiving and Christmas Eve) shall receive one-and-one-half (1 ½) times the nurse’s regular hourly rate for the hours worked.

ARTICLE 10 – HEALTH & SAFETY

A. The Employer agrees to make provisions reasonable for the safety and health of employees during the hours of their employment to promptly review unsafe conditions brought to its attention and to take whatever corrective action is necessary. The nurses acknowledge their responsibility to familiarize themselves with and to observe all safety procedures and policies established by the Employer. The Employer, the Association, and the nurses, recognize their obligations and/or rights under and shall abide by the federal and state laws with respect to safety and health. In the event a nurse believes an unsafe environmental condition exists, the nurse shall immediately bring the situation to the attention of his/her supervisor.

1 B. Inclement Weather Option

2 1. Nurses who are unable to report to work or are authorized to leave work
3 early because of hazardous driving conditions will be given an opportunity, if
4 possible, to make up the hours lost from work, within the workweek and when
5 authorized by the Clinical Manager.

6
7 2. The nurse will be paid for actual hours worked. The employee may have
8 the option to use paid time off accrued to cover any lost hours. It is expected that
9 nurses who are required to have a car as part of their job will have it properly
10 equipped for winter driving, including equipment such as chains, studded tires,
11 snow tires, or other traction devices.

ARTICLE 11 – PERSONNEL RECORDS

12 A. Nurses who so request shall be permitted to review and receive a copy of their
13 personnel records which are used or have been used to determine their qualifications for
14 employment, promotion, additional compensation or employment termination or other
15 disciplinary action. Personnel records, however, do not include records of an individual
16 relating to the conviction, arrest or investigation of conduct constituting a violation of
17 criminal laws of any state or the United States, and/or confidential reports or references
18 from previous employers.

19
20 B. Records pertaining to an individual's qualification, personnel actions, performance
21 evaluation, accommodations, warnings, or other disciplinary matters shall be contained in
22 the personnel file. The Employer may not use any known prior documented information
23 which the Employer regards as a disciplinary action regarding any employee unless that
24 information is included in the individual's personnel file.

25
26 C. Nurses shall receive a copy of all disciplinary notices placed in their personnel file
27 and shall have the right to respond in writing and have the response attached to any such
28 notice.

29
30 D. A warning, reprimand or other discipline or disciplinary document shall not be
31 considered in subsequent disciplinary activity if there has been at least a twenty-four
32 (24) month period since the last disciplinary action of a related nature. However, all

1 prior discipline may be retained in the file but may only be considered by the Employer
2 (or a labor arbitrator) for another three (3) years (five (5) years total) in evaluating an
3 employee's overall record for purposes of any suspension or termination.

ARTICLE 12 – PHYSICAL EXAMINATION

4 A. After being offered employment each nurse shall be required to submit to a TB
5 skin test (PPD). Newly hired nurses with a history of positive TB skin testing are
6 required to submit proof of negative chest x-ray or physician statement attesting to
7 negative signs or symptoms of TB.

8
9 B. The Employer may use drug screens as a prerequisite for employment.

10
11 C. Nurses shall have a TB skin test each year after employment, which shall be
12 provided by the Employer. Nurses with a history of positive TB skin test will complete a
13 Screening questionnaire, titled "Annual Tuberculosis Screening Questionnaire."

14
15 D. In the event of any unusual exposure to infection or contagious diseases during
16 the performance of the nurse's duties, a special examination, including any diagnostic
17 test and immunization, at the expense of the Employer, shall be authorized by the Area
18 Vice President and/or Director of Office Operations.

ARTICLE 13 – INSURANCE AND RELATED BENEFIT PLANS

19
20 A. **Description of Insurance Plans** - Employer will provide Medical/Prescription
21 Insurance, Dental Insurance, Vision Insurance, Long-Term Disability Insurance, Basic
22 Life/AD&D Insurance, Healthcare Flexible Spending Accounts and Dependent Care
23 Flexible Spending Account. These benefits shall be provided to eligible employees on
24 the same basis and subject to the same terms, conditions and changes as Amedisys
25 employees and managers at this and Employer's other facilities.

26
27 B. **Cost of Premiums** - Employer will continue to pay the same share of the cost of
28 providing the insurance plans described in Section 13.A on the same basis and subject
29 to the same terms, conditions, and changes as other employees and managers.
30 Employer will be obligated to make such payments as long as an employee receives

1 compensation, including PTO, directly from the Employer for at least one hundred thirty
2 (130) hours in a calendar month.

3
4 **C. Employee-Optional Insurance Plans** - Employer may provide supplemental or
5 optional insurance plans or coverage for eligible employees at employee expense.
6 Such plans may include Supplemental Life Insurance, Short-Term Disability, and
7 Dependent Life Insurance, and Employer will offer such plans to eligible employees on
8 the same basis and subject to the same terms, conditions and changes as employees
9 and managers at this and Employer's other facilities.

10
11 **D. Notice of Changes** - Employer may make such changes in the insurance plans
12 offered to eligible employees as it deems appropriate including, but not limited to,
13 modifying or changing coverage, plans or carriers provided that any such changes or
14 modifications shall apply to all affected employees and managers and provided further
15 that Employer provides the Association with at least thirty (30) days of advance written
16 notice to give the parties an opportunity to meet and discuss the changes. The
17 Association may reopen Schedule B of the collective bargaining agreement thereafter if
18 there are significant changes either to the plans offered or the cost of the plans to the
19 employees. If the parties reach an impasse during these negotiations, then the
20 provisions of Article 25, Strikes & Lockouts, will be waived, and the Association may
21 take economic action in support of its position and the Employer may lock out or
22 implement its proposals consistent with NLRB rules.

23
24 **E. Disputes** - All disputes, complaints and questions, and any and all other issues
25 arising out of or in any way connected with the underlying insurance policies or plans or
26 their interpretation or administrations, shall be exclusively resolved in accordance with
27 the underlying plan procedures and ERISA and shall not be subject to Article 17 of this
28 Agreement.

29
30 **F. Continuation of Benefits** - Employer will provide eligible nurses who lose the
31 insurance coverage provided under Section 13.A in qualifying circumstances the
32 opportunity to purchase such continuation, conversion and/or portability rights as are
33 granted by any applicable federal or state law or by the terms and conditions of the
34 underlying contract(s).

1 **G. Health Care Legislation** - Because of the uncertainty surrounding the
2 implementation of the federal Patient Protection and Affordable Care Act, Employer may
3 use the procedure in paragraph D above if Employer's obligations or costs are
4 significantly increased during the term of this Agreement, and Union may do so if
5 employee contributions or benefits are significantly decreased.

ARTICLE 14 – 401(K) RETIREMENT PROGRAM

6 **A.** The Employer shall offer the Amedisys, Inc. 401(k) Plan (“Plan”).
7

8 **B.** The eligibility requirements and Plan Summary will be provided to all new nurses
9 during orientation.
10

11 **C.** The Employer may change the above Plan to a substantially similar Plan which
12 will include the same or better contribution level, only after providing the Association at
13 least thirty (30) days’ prior written notice of the details of the plan changes.
14

15 **D.** Notwithstanding Section C, Employer may make any changes in the Plan
16 required by law or any applicable regulations. In addition, any increase or reduction in
17 benefits during the term of this Agreement which apply to all participating employees
18 shall also apply to members of the bargaining unit, provided, however, that in the event
19 of any reduction in benefits Employer agrees to provide Association with thirty (30)
20 days’ advance notice and, upon request, discuss the effect of change on participating
21 bargaining unit employees. In the event of any reduction in the “match” Employer shall
22 provide the Association with at least thirty (30) days’ advance notice to discuss the
23 effects of the reduction and Association shall then have thirty (30) days in which to
24 request reopening of Schedule B. If the parties reach an impasse during these
25 economic negotiations, the provisions of Article 25, Strikes and Lockouts, will be
26 waived, and the Association may take economic action in support of its position and the
27 Employer may lock out or implement its proposal consistent with NLRB rules.

ARTICLE 15 – LEAVES OF ABSENCE

28 **A.** The Employer and the Association agree to the following policies and rules on
29 leaves of absence:

1 **1. Witness and Jury Duty Leave.** A nurse who is summoned for jury duty
2 or as a witness in a judicial proceeding shall be granted a leave of absence for
3 these purposes. The nurse must notify his or her supervisor immediately upon
4 receipt of the notice or summons, and provide a copy. Nurses who are regularly
5 scheduled to work twenty (20) or more hours per week and comply with these
6 requirements will receive regular pay for each normally-scheduled day away from
7 work at the normal rate of pay for up to two (2) weeks and thereafter may use
8 PTO or take the leave as unpaid, but must reimburse the Employer for any
9 payment received from the Court for these services. If a nurse is not required by
10 the Court to be present for the full day, the nurse will return to work for the
11 remainder of the day or may use PTO or take the remainder of the day as unpaid
12 leave.

13
14 **2. Military Leave.** Military leave shall be granted in accordance with state
15 and/or federal law.

16
17 **3. Peace Corps and Humanitarian Relief Leave.** Leave of absence for a
18 nurse to serve in the Peace Corps shall be granted. A leave not to exceed ten
19 (10) working days in a rolling twelve- (12-) month period may also be granted to a
20 nurse to serve with a humanitarian relief organization such as Northwest Medical
21 Teams. Such leave must be preapproved by the nurse's supervisor, and will not
22 be granted if it interferes with the Employer's operational needs. During
23 humanitarian relief leave a nurse may use PTO or take unpaid leave.'

24
25 **4. General Leave.** A nurse who has successfully completed the introductory
26 period and has completed at least one (1) year of service with at least one
27 thousand two hundred fifty (1,250) hours worked during that year may be eligible
28 for up to twelve (12) weeks of general leave in a rolling twelve- (12-) month
29 period. Such leave may be granted for personal or family reasons that do not
30 qualify for FMLA or OFLA leave.

31
32 A nurse on general leave must use any accrued PTO until it has been
33 exhausted and then may take unpaid leave. The nurse will continue to accrue
34 PTO as long as he or she remains in a paid status, and all other benefits will

1 continue as long as the nurse continues to pay his or her portion of the required
2 premium costs. Once the nurse is on unpaid status, the full cost of continued
3 benefits will be the nurse's responsibility without Employer contribution.
4 Reinstatement following general leave will be subject to position availability
5 unless otherwise required by law.
6

7 Leaves of absence for educational purposes may be granted by the
8 Employer based on a predetermined mutual benefit that is likely to be derived
9 from the leave. The length of the leave shall be at the Employer's discretion, and
10 PTO must be used until it has been exhausted and then the balance of the leave
11 shall be unpaid. The nurse will continue to accrue PTO while in a paid status,
12 and while on leave the full cost of continued benefits will be the nurse's
13 responsibility, without Employer contribution. Upon completion of the educational
14 leave, reinstatement rights shall be as mutually agreed by the Employer and
15 nurse prior to the approval of the leave and may be subject to an available
16 position or may be to the former or a substantially equivalent position, or to a
17 position the nurse qualified to hold as a result of the education.
18

19 Leaves of absence shall be granted with or without pay for educational
20 purposes to attend conferences, seminars, briefing sessions, or other functions
21 of a similar nature that are intended to improve or upgrade the nurse's skill,
22 maintain his or her license and/or further his or her professional ability, subject to
23 organizational needs.
24

25 Expenses for educational programs, including tuition, books, manuals,
26 tapes or other training aids, shall be paid by the Employer if the training is
27 mandatory. Employer will also pay the nurses' wages for all hours spent in
28 training required by the Employer, or when such pay has been approved by the
29 Employer in advance, whether or not the training time may count as "hours
30 worked" under applicable law.
31

32 **5. Family and Medical Leave.** Family and medical leave shall be in
33 accordance with the Employer's policy and the applicable law(s) as well as any
34 provisions of this Agreement imposing greater requirements. PTO must be used

1 while on such leave. A nurse on such leave shall continue to accrue PTO while
2 on paid status, and all other benefits will continue as long as the nurse continues
3 to pay his or her portion of the required premium costs. Reinstatement following
4 the actual FMLA and/or OFLA leave shall be to the former or, if the position has
5 been eliminated, to a substantially equivalent position.

6
7 **6. Medical Leave.** Employer may grant medical leave for periods beyond
8 the statutory requirements under FMLA and/or OFLA, or to nurses who are not
9 eligible for such leave, due to a personal serious medical condition which
10 prevents the nurse from performing one or more of the essential functions of the
11 job. The length of such a leave will be at the Employer's discretion and
12 reinstatement shall not be guaranteed unless required by law. Under no
13 circumstances will medical leave, including any leave time taken under FMLA
14 and/or OFLA, exceed twelve (12) months in a rolling twelve- (12-) month period.
15 The full cost of continued benefits will be the nurse's responsibility, without
16 Employer contribution.

17
18 **7. Bereavement Leave.** Bereavement leave shall be available for the death
19 of a qualifying family member, as identified below. Leave shall be for the
20 purpose of grieving, assisting in making arrangements and/or attending the
21 services. Requests for bereavement leave should be made to the supervisor as
22 soon as is feasible after learning of the possible need. Regular full-time nurses
23 who have successfully completed the introductory period shall be eligible for pay
24 for missed work time due to approved bereavement leave. Any additional time,
25 or any time granted for other family members or close friends, is subject to
26 advance approval and a nurse must use PTO. Pay shall be for up to three (3)
27 days in the event of the death of a spouse, child or step-child, or parent, and up
28 to three (3) days in the event of the death of a grandparent, sister, brother,
29 daughter-in-law, son-in-law, father-in-law, mother-in-law, legal guardian, or
30 grandchild. Upon written request within ninety (90) calendar days of the death,
31 an eligible employee shall be entitled to an additional two (2) days' pay.
32 "Qualifying family member" shall also include any domestic partner who has
33 registered a valid Certificate of Registered Domestic Partnership as provided in

Oregon law as well as any equivalent (based on the domestic partnership) family relationships to those listed above.

- B. The Employer and the Association agree that the Employer's current Tuition Reimbursement and Seminar Approval policies, as set forth in the Employer's Employee Handbook shall apply to all employees in the bargaining unit, including part-time nurses. Time off for approved seminars shall be compensated by the Employer as time worked.
- C. No benefits shall accrue during unpaid leaves, including any leaves during which a nurse receives compensation through any form of time-loss program (including workers' compensation) financed in whole or in part by the Employer, except as otherwise required by law.

ARTICLE 16 – PROFESSIONAL ACTIVITIES AND CIVIC POLITICAL AFFAIRS

- A. Membership in the Association is voluntary, however, all nurses who have become members of the Association and have not delivered to the Association a letter of resignation from membership before the thirty (30) days after the date this Agreement is fully signed, all nurses who thereafter voluntarily become members, shall, as a condition of employment, maintain membership in good standing in the Association for the duration of this Agreement. It is the Association's responsibility to notify Nurses of this contractual option.
- B. Each nurse covered by this Agreement and who opts not to become a member of the Association shall, as a condition of employment, within thirty (30) days after the nurse's hire date or the full execution of this Agreement, whichever occurs later, make payment in lieu of dues to the Association for legally required services supplied by the Association on behalf of the bargaining unit.
- C. The Employer will deduct from the bi-weekly paychecks of any nurse covered by this Agreement monthly dues for membership in the Association or Association fees provided that the Employer has received written authorization to deduct the amount as instructed by the Association.

1 D. The Employer and the Association agree not to interfere with the rights of nurses to
2 become members of the Association. The Employer and the Association further agree
3 that there shall be no discrimination against any nurse as a result of an employee's
4 membership status or activity in the Association, provided that such activities do not
5 interfere with the effectiveness of the Employer. The Employer shall make fifteen (15)
6 minutes available to the Association during new employee orientation.

7
8 E. Employer and Association agree to notify applicants for employment, prior to or
9 in conjunction with an employment offer, that registered nurses are represented by
10 ONA. The Employer agrees to distribute to each nurse a copy of this Agreement provided
11 by the Oregon Nurses Association.

12
13 F. The Employer shall furnish to the Association, in January and June, a current
14 alphabetic listing of the names, home addresses, telephone numbers, status (FT, PT),
15 hire dates and pay steps of the employees in the bargaining unit. Additionally, this
16 information for new hires and terminations shall be forwarded to the Association, if
17 applicable, each month. The Employer shall provide this information electronically in a
18 mutually agreed format, and shall work with the Association to provide a unique
19 identifier (such as the nurse's license number). The Employer will also supply quarterly
20 (to be reported in January, April, July and October for the prior quarter) a list showing
21 the names of each nurse whose employment has been terminated, who has been hired,
22 and who has completed his or her introductory period, including addresses, hire dates,
23 and pay, during the preceding quarter. The Employer will also provide reasonable
24 updates on this information during contract negotiations.

25
26 G. At the discretion of the supervisor and the nurse, time off with pay may be allowed
27 for participation in professional organization activities, such as holding office, serving on
28 committees, etc.

29
30 H. Employer initiated meetings will be paid time.

31
32 I. The Employer recognizes the importance of continuing education. To the extent
33 possible, there will be a conscious effort to provide both in-service and outside
34 educational opportunities for staff members on Employer time.

J. The Association shall indemnify and save the Employer harmless against any and all claims, damages, suits, or other forms of liability, including reasonable attorneys' fees and costs up to a maximum of ten thousand and no/100 Dollars (\$10,000.00) per claim, which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 17 – GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute by a non-introductory nurse over the Employer's interpretation or application of the Agreement. All grievances which arise during the term of this Agreement shall be resolved as follows:

Step 1: The employee or the Association, on an employee's or group of employees' behalf, shall present his/her grievance in writing on the "Official Grievance Form," or facsimile, to her/his immediate supervisor within fourteen (14) days of the occurrence or when the nurse should have reasonably known. The written grievance statement shall include:

- a. The date the grievance occurred;
- b. A description of the problem;
- c. The contract provisions alleged to be violated; and
- d. The remedy sought.

The immediate supervisor shall meet with the grievant within seven (7) calendar days of receipt of the grievance. At this meeting, every effort shall be made to find a mutually satisfactory solution to the grievance. The supervisor shall give a written reply to the grievant with a copy to the Association within five (5) calendar days after the meeting.

Step 2: If the grievance is not settled at Step 1, the grievant or the grievant's representative may submit a written appeal that the grievance be heard by the Director of Office Operations within ten (10) calendar days. After conferring with the grievant and supervisor, the Director of Office Operations will recommend a solution in writing which shall be delivered to the grievant and the Association within ten (10) calendar days.

Step 3: If the grievant remains unsatisfied with the solution proposed by the Director of Office Operations, the grievant may appeal to the Area Vice President or his/her designee within seven (7) calendar days after receiving the proposed solution resulting from the second step. After conferring with the grievant, the Area Vice President will then render a written decision within seven (7) calendar days after receiving the grievant's written appeal to the third step.

If the grievance is not resolved at Step 3, either party may submit the issue to arbitration by filing a written request with the other within fourteen (14) calendar days following the receipt of the Step 3 response.

Employer and Association will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator, the moving party will request a panel of seven (7) members of the National Academy of Arbitrators with their principal place of residence in Oregon or Washington from the Federal Mediation & Conciliation Service provided, however, that the request must be mailed within fourteen (14) calendar days of the date of the Association request to refer the grievance to arbitration. The parties shall equally share the cost of the list. Within fourteen (14) calendar days of receiving the list, the parties will alternately strike names from the list, with the moving party to strike the first name, until one (1) name remains, and he/she shall serve as arbitrator. Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The parties will jointly request that the arbitrator render a decision within thirty (30) calendar days from receipt of any post hearing briefs filed by the parties.

The decision of the arbitrator shall be final and binding on the parties, and on all nurses subject to this Agreement, but the arbitrator will confine the decision to the interpretation and application of the specific provisions of this Agreement which have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.

Each party will bear its own costs and expenses in any such arbitration proceeding and the parties shall equally share all expenses related to any transcript requested by either party or other incidental expenses of the arbitration.

The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance procedure. Should the grievance subsequently be pursued to arbitration, the Employer shall not be liable for any potential back pay liability for that period of time when the parties agreed to mediate until the parties terminate the mediation efforts.

B. The time limitation for filing a grievance and or proceeding through steps of grievance procedures are of the essence. Accordingly, a grievance or request for arbitration will be deemed untimely if the time limits set forth above for presentation to a step are not met, unless the parties agree in writing to extend such time limits. Failure to timely process a grievance and/or arbitration shall be deemed a waiver of such matter by the grievant or Association. A failure by the Employer to comply with the time limits set forth in the grievance and/or arbitration procedure, will be deemed a denial of the grievance. This Article shall supersede any other grievance and/or dispute resolution procedures available to Employer employees.

C. **Grievance Meetings** – Association representative(s) and grievants covered by this Agreement shall suffer no loss in their regular pay at straight time rates when attending meetings with Employer representatives regarding formal grievance steps. Pay is allowed only when the employee has been excused from duty by the responsible supervisor, the meeting is during the employee's regularly scheduled working hours and the employee would have worked if he/she had not attended the meeting. The Employer reserves the right to limit the number of employees paid for attending a particular grievance meeting. Except as provided in this section, one (1) Association representative shall be paid for time, not to exceed two (2) hours per grievance, for investigating and processing a grievance. Time paid must have prior approval by employee's Manager, and Association representatives shall not allow Association business to interfere with their regular duties.

ARTICLE 18 – SENIORITY, LAYOFF AND RECALL

A. Seniority shall be defined as the length of continuous employment and shall date back to the most recent date of hire for nurses who complete the introductory period. Nurses who leave the bargaining unit to accept management positions shall retain their seniority date less time served in the management position.

B. In case of a permanent reduction in force, seniority shall govern on an Employer-wide basis in layoff and recall procedures (*i.e.*, least senior nurse shall be laid off first and recalled last), provided that the remaining nurses are qualified to perform the available work with appropriate orientation. Issues of qualification shall be discussed by the Professional Nurse Practice Committee, and the final decision shall be made by Area Vice President or his/her designee.

C. Layoffs will occur in the following order:

1. Nonscheduled staff.
2. Temporary employees.
3. Introductory nurses.
4. Regular full-time and part-time nurses in inverse order of seniority, provided that the nurses are qualified to perform the available work with appropriate orientation.

D. Nurses shall not be laid off permanently unless they have received written notice at least five (5) working days before their layoff date.

E. Seniority shall be broken and employment shall be lost by:

1. Termination;
2. Layoff for lack of work which is continued for more than three (3) consecutive months;
3. Failure to accept a recall within three working days after receipt of a written recall notice or seven (7) calendar days after mailing of the recall notice to the last

1 address listed in the nurse's personnel file, which will give the nurse at least two
2 (2) weeks to report for work; however, a regular staff nurse will not lose seniority
3 for refusing a twenty-four (24) hour availability position; or
4

5 4. Exceeding the maximum period available for a leave of absence.
6

7 Provided, however, that a nurse who is rehired within twelve (12) months of a
8 separation from employment shall have the former seniority date reinstated, subject to
9 adjustment for the duration of the separation, but shall not be allowed to use the restored
10 seniority to "bump" a junior nurse from existing positions or schedules. In addition, a nurse
11 who accepts a position outside of the bargaining unit and returns to the unit within one (1)
12 year shall suffer no loss of seniority. A nurse who returns to the bargaining unit after one
13 (1) year shall receive an adjusted seniority date reflecting the time worked outside of the
14 bargaining unit in excess of one year.
15

16 F. No new nurse shall be hired by the Employer until all available qualified nurses on
17 layoff with recall rights have been offered reemployment in the positions available.
18

19 G. A written recall notice shall be sent by registered or certified mail to the last
20 address which the nurse has given the personnel department of the Employer. In order
21 to preserve seniority, nurses must respond to recall within three (3) working days of
22 receiving the recall notice.
23

24 H. Nurses recalled from layoff shall not forfeit previously accumulated benefits up to
25 the date of layoff. No benefits shall accrue during layoffs of more than five (5) working
26 days.
27

28 I. In the event that the Employer needs to reduce staff on a temporary basis for a full
29 or partial day, flex time, the Employer shall first solicit volunteers. If there are more
30 volunteers than necessary for temporary staff reductions, such volunteers will be selected
31 on a first come, first-served basis.

1 In the event there are no volunteers, or the number of volunteers is insufficient, then
2 the Employer shall reduce staff in the following order: 1) supplemental staff, 2) on-call
3 staff, and 3) per diem staff. If further reductions are necessary, the Employer shall follow
4 a whole-day reduction rotation system beginning with the least senior nurse in the
5 affected cost center. Whole-day reductions will then be rotated among nursing staff,
6 starting in the order of least seniority. At the end of each two- (2-) month period, the
7 rotation will start again in the order of least seniority.

8
9 In all situations, patient care needs and continuity of care will be considered along
10 with seniority. When nurses are flexed, nurses will have the choice to take such time as
11 paid or unpaid leave time off.

12
13 Partial-day reductions will be conducted on a case-by-case basis according to staff
14 schedules, productivity targets, and continuity of patient care and related patient-care
15 needs.

ARTICLE 19 – PROFESSIONAL NURSE PRACTICE COMMITTEE

16 A. Establishment and Composition: A Professional Nursing Practice Committee
17 (PNPC) shall be maintained and shall include registered nurses covered by this
18 Agreement. The Area Vice President and/or Director of Office Operations shall be
19 notified in writing of the names of the PNPC representatives on the committee and any
20 subsequent changes in representation on the Committee.

21
22 B. It is agreed that the fundamental purpose of the Committee shall be to promote
23 communication and understanding regarding matters of professional concern of the
24 bargaining unit to the Employer. The Employer recognizes the responsibility of the
25 Committee to make written recommendations to the Employer, as well as its
26 responsibility to seriously consider these recommendations for implementation. The
27 Association understands that the Committee shall have no independent authority to
28 implement any recommendation.

29
30 Other objectives of the PNPC will include the following activities:

1. New developments in nursing practice through examination of various nursing models, especially as they relate to community health care settings.
2. Improvement of patient care and nursing practice.
3. Recommendations to the Employer of ways and means to improve patient care, as well as meeting the health needs of the community.
4. Recommendations of educational and training programs compatible with identified nursing care goals.
5. Identification of topics appropriate for research in nursing interventions and patient care activities and community health nursing.
6. Recommendations to the Employer regarding productivity issues.

C. The bargaining unit will select four (4) nurses to be members of the Committee for a term of at least six (6) months. The one (1) core management representative of the Committee will be appointed by the Employer for a term of at least six (6) months.

D. The Committee shall meet quarterly or more frequently by mutual agreement. The Director of Office Operations will be notified when meetings are scheduled and will be furnished a copy of the agenda. Committee members shall collectively be paid twenty-four (24) hours per calendar quarter for Committee work, which shall not be considered in calculating productivity.

E. The Employer shall give a detailed written response to each Committee recommendation submitted to the Employer within ten (10) working days or a mutually acceptable period of time. The Employer will give due consideration to the recommendation and will advise the Committee of action taken.

F. A limited portion of each scheduled Committee meeting shall be attended by the Director of Office Operations, or designee, for the purpose of exchanging agenda items, presenting practice concerns, and supplying relevant data and information related to

1 issues being reviewed by the Committee. Although more extensive participation by the
2 Area Vice President or other guests may be arranged at the Committee's invitation or with
3 their consent, the standing participation of the Director of Office Operations shall be
4 limited to twenty-five percent (25%) of the meeting time. Committee agenda items may
5 be submitted to the Committee chairperson by bargaining unit or supervisory nurses. The
6 Chair, in consultation with Committee members, shall then set the agenda.

ARTICLE 20 – ON-CALL DUTY/24 HOUR AVAILABILITY

8 A. On-call pay covers hours when an RN is not on regular duty and is required to
9 remain in contact with the Employer and be available for work within a maximum of fifteen
10 (15) minutes telephone response time and thirty (30) minutes if required to report to work.

11
12 1. The nurse is required to leave a telephone number where he/she can be
13 contacted during a specific period of time; or be available by pager or cell phone.

14
15 2. The nurse must be immediately prepared to commence full-time work if
16 appropriate.

17
18 3. On-call hours will be equitably distributed in/for each office according to the
19 number of on-call hours required and the number of nurses in that office authorized
20 to take call, in accordance with Article 8.C.2.

21
22 B. On-call schedules will be posted at least two (2) weeks in advance except for
23 instances of illness or emergencies.

24
25 C. Nurses scheduled for weekend on-call duty may request designated days off in
26 either the week preceding or the week following a weekend on which they are scheduled.
27 Such requests should be submitted at least two (2) weeks in advance, which should
28 provide time to find a replacement. However, should the Employer be unable to find
29 adequate coverage, the request may be denied. If the nurse requests, the Employer will
30 continue to try to obtain coverage to subsequently grant any request which has been
31 denied.

1 If a nurse makes a timely request (*i.e.*, at least two (2) weeks in advance of a
2 scheduled weekend) and is not given at least one (1) day off in either the week preceding
3 or the week following the weekend in which he/she is scheduled, the nurse will be paid at
4 time and one-half (1 1/2) for all hours worked in the week following the weekend on-call
5 duty, where the nurse has actually worked both weekend days. Although the nurse may
6 request "any day(s)" as time off, the Employer has the ability to designate the day(s) off
7 and the nurse must take that (those) day(s) off. If a nurse does not make a timely request
8 for designated days off, all working time will be compensated as provided in Article 8.

9
10 D. After-hours call is a scheduled on-call assignment from 5:00 p.m. until 8:00 a.m.
11 After hours and weekend on-call responsibility will be assigned for at least three and one-
12 half (3 1/2) hours unless negotiated and agreed upon by the staff nurse.

13
14 E. It is not the Employer's expectation that on-call duty be transferred between the
15 hours of 10:00 p.m. and 8:00 a.m.

16
17 F. A nurse scheduled for after-hours call during which there were multiple or lengthy
18 calls and/or visits may request a delayed start time or to be scheduled off if scheduled to
19 work the day immediately after the on-call shift. The Employer will make a reasonable
20 effort to grant the nurse's request. The nurse may choose to use PTO or take leave
21 without pay and continue earning PTO in any pay period in which the nurse receives
22 compensation directly from Employer, *e.g.*, wages, PTO, etc.

23
24 G. In the event of the necessity of short notice assignment to after-hours call due to
25 an illness or emergency, the employer agrees to contact all qualified nurses to elicit
26 volunteers for this after-hours call assignment, beginning with the 5:00 p.m. scheduled
27 nurse. If there are no bargaining unit volunteers, the 5:00 p.m. nurse may be required to
28 take the after-hours call assignment.

29
30 H. When on on-call status, the individual will be paid four and 00/100 dollars (\$4.00)
31 for the time in the established on-call interval except for the time spent on the telephone
32 and/or for the time when the individual is called for work.

I. Telephone Time: Time spent on the telephone away from the worksite related to patient care issues. Telephone time is compensable at the employee's straight time regular rate of pay or as overtime if the nurse has already worked more than forty (40) hours in that work week. Telephone time is accumulated each shift and rounded to the next nearest quarter hour.

J. When a nurse is called into work from on-call status (*i.e.*, must make visit), he/she will receive call back pay from the time he/she begins travel to the patient's home, time spent at the home on visit, and travel back to the place where on-call status is resumed. The nurse shall be paid one and one-half (1½) times their regular straight time for all call back time.

K. When an on-call after-hours nurse works after 5:00 p.m., the nurse will be paid one and one-half (1½) times their regular straight time rate of pay for all worked hours after 5:00 p.m. An after-hours nurse is a nurse whose shift was scheduled to end at 5:00 p.m., but is scheduled to stay late for a proscribed limited work assignment when needed, or is in an on-call after hours status and is called to perform work.

ARTICLE 21 – ASSOCIATION AND BARGAINING UNIT REPRESENTATIVES

A. The Association will provide the Employer with a list of those ONA staff members designated as authorized representatives. Each representative shall have reasonable access to the premises of the Employer to conduct Association business and to assist in the processing of grievances under the terms of this Agreement provided, however, the Association representative furnishes advance notice to the Director of Office Operations or designee. Transaction of any business shall be conducted in an appropriate location and shall not interfere with the work of the Employer and its employees.

B. The Association may identify up to three (3) Bargaining Unit representatives intended for the Employer to utilize as primary contacts regarding contract issues. The Association shall notify the Employer Area Vice President of these names of the Bargaining Unit representatives and their successors. Bargaining Unit representatives shall be granted a reasonable amount of time to be excused from work, for which they will not be paid. The Bargaining Unit representative shall notify his/her supervisor prior to the performing of any of the permitted Bargaining Unit activities, the responsible supervisor(s)

1 shall arrange in a timely fashion for a mutually satisfactory time to perform the requested
2 activity.

3
4 C. The Employer shall provide a bulletin board at the place of work in a conspicuous
5 place to allow the Association to post materials that relates to the Association's internal
6 affairs. The Employer will give the Association an opportunity to remove or retract any
7 materials the Employer finds objectionable.

8
9 D. It is understood that the Employer will meet with the nursing workforce and
10 support staff (when deemed appropriate by mutual agreement), to solicit their
11 experiences and input on process improvements and efficiency.

ARTICLE 22 – ALCOHOL AND SUBSTANCE ABUSE

12 A. Employer is committed to maintaining a workplace that is safe, healthy,
13 productive and free of drugs and alcohol. Consequently, no employee may possess,
14 use, manufacture or distribute illegal drugs, alcohol, or legal drugs obtained,
15 distributed or used illegally in the workplace. This provision shall also apply to nurses
16 who possess, use, test positive, etc., for marijuana notwithstanding that the nurse
17 possesses a valid marijuana card by the State of Oregon.

18
19 B. An employee's use of legal drugs while working can impose a significant risk to
20 the safety of the employee and others. The use of legally obtained drugs is allowed,
21 except to the extent such use impairs employee's work performance or has the
22 potential to affect the safety of the employee, co-workers, patients and others while
23 the employee is working.

24
25 C. The Employer and the Association agree that post-employment drug screening
26 as set forth in the Employer's Drug and Alcohol Screening Policy shall apply to all
27 employees in the bargaining unit. This drug and alcohol screening shall be limited to
28 random, reasonable suspicion and post accident or safety incident.

ARTICLE 23 – SEPARABILITY

30 In the event that any provision of this Agreement shall at any time be declared
31 invalid by any Court of competent jurisdiction or through governmental regulation or

1 decree, such decisions shall not invalidate the entire Agreement, it being an express
2 intention of the parties hereto that all other provisions not declared invalid shall remain
3 in full force and effect.

ARTICLE 24 – DRESS CODE

4 Employees are responsible for determining appropriate and acceptable work attire
5 so long as the attire conveys a professional image that is appropriate and customary for
6 home health nurses. Clothing which is not acceptable includes cut-off jeans or jeans with
7 holes or that are frayed and off the shoulder tops or blouses. Employees will also
8 maintain their hygiene and grooming. As such, hair, including beards and mustaches,
9 should be neatly trimmed. Nails should be of appropriate length to accommodate
10 therapeutic care and efficiency of glove use and heavy perfumes, after-shaves, or
11 colognes should be avoided.

ARTICLE 25 – STRIKES AND LOCKOUTS

12 It is agreed by the Employer and the Association that the services performed by
13 nurses covered by this Agreement are services essential to the public health, safety and
14 welfare.

15
16 The Employer, therefore, agrees that during the term of this Agreement, the
17 Employer shall not cause nor permit any lockout of nurses from their work. In the event
18 a nurse is unable to perform his/her assigned duties because equipment or facilities are
19 not available due to a strike, work stoppage or slowdown by any other employees, such
20 inability to provide work shall not be deemed a lockout.

21
22 The Association, therefore, agrees that neither it, its officers, employees, or
23 nurses covered by this Agreement will encourage, sanction, cause, support or engage
24 in any primary, secondary or sympathy strike (defined to mean an employee's refusal in
25 concerted action with others to report for duty, or his/her willful absence from his/her
26 position, or his/her stoppage of work, or his/her absence in whole or in part from the full,
27 faithful or proper performance of his/her duties of employment), provided however, that
28 if at the expiration of this Agreement, the Employer and the Association have not
29 reached agreement on a renewal, extension or new Agreement, the Association and its
30 officers and nurses covered by the Agreement may engage in any type of strike activity
31 which is not unlawful.

1 Upon notification, confirmed in writing by the Employer to the Association that
2 certain bargaining unit nurses covered by this Agreement are engaging in activity in
3 violation of this Article, the Association shall, upon receipt of a mailing list, advise such
4 nurses in writing (with a copy to the Employer) that such action is inappropriate. Such
5 notification to nurses covered by this Agreement by the Association shall be made
6 solely at the request of the Employer.

7
8 Nurses covered by this Agreement who engage in activity prohibited by this
9 Article will be subject to disciplinary action for misconduct.

ARTICLE 26 – ORIENTATION AND PRECEPTORSHIP

10 The Employer will maintain a comprehensive orientation and preceptor program.
11 Each newly hired or transferred nurse shall receive sufficient orientation to assure that the
12 nurse is safe to independently practice by demonstrating the competencies required for
13 the nurse's position and assignment. No nurse shall be given an assignment for which
14 the nurse has not received adequate orientation for the delivery of safe patient care or the
15 nurse does not feel competent to perform. In the event that a nurse believes that the
16 nurse is being given an inappropriate assignment, the nurse shall discuss the assignment
17 and alternatives with the nurse's immediate supervisor.

18
19 Preceptors are staff members who, at the request of their manager, act as the
20 ongoing instructor for a new clinical staff member. Preceptorship can include but is not
21 limited to review of methods of time management, demonstration of successful
22 incorporation of documentation into workflow, and joint visits to patient homes.

23
24 Nurses who have case management experience and at least one year home
25 health experience shall complete an orientation training program under the supervision
26 of a supervisor, and shall thereafter be considered an Eligible Preceptor, provided the
27 nurse is not then currently subject to any disciplinary action or performance
28 improvement plan based on clinical deficiencies. As the need for preceptors arises,
29 Employer agrees to elicit volunteers from among the Eligible Preceptors. In the event
30 there are no volunteers, Employer, in his/her sole and reasonable discretion and
31 considering equities, including but not limited to the location of the trainee and the

1 balance of preceptorship assignments among all Eligible Preceptors, may request any
2 Eligible Preceptor to accept an assignment.

3
4 The Eligible Preceptor has the right to refuse any assignment should the
5 Preceptor reasonably expect that the assignment would cause an unreasonable
6 hardship to the Preceptor and the Preceptor promptly communicates the grounds for
7 refusing the assignment to Employer.

8
9 Preceptors shall receive compensation equal to one dollar and seventy-five cents
10 (\$1.75) per hour for preceptor services provided.

ARTICLE 27 – MANAGEMENT RIGHTS

11 A. The Employer retains all the customary, usual and exclusive rights, decision
12 making prerogatives, functions and authority connected with or in any way incident
13 to its responsibility to manage the business or any part of it.

14
15 B. The terms of this Agreement will prevail over any inconsistent Employer policy.
16 However, unless specifically limited by the terms of this Agreement, the Employer shall
17 control and supervise all operations including, but not limited to, the unilateral right to:

- 18
19 1. Direct and supervise nurses.
20
21 2. Hire, promote, transfer, assign and retain nurses.
22
23 3. Suspend, discharge or take other proper disciplinary action against non-
24 introductory nurses for cause, and introductory nurses without cause.
25 4. Reassign nurses.
26
27 5. Relieve nurses from duty because of a lack of work or other proper
28 reasons.
29
30 6. Schedule, assign and distribute work.
31
32 7. Determine methods, means and personnel by which operations are to

1 be conducted.

2
3 8. Determine staffing levels.

4
5 9. Determine the need for overtime.

6
7 10. Determine type of nursing care delivered.

8
9 11. In the event of emergency or a situation where services must be provided
10 and no nurse within the bargaining unit is available, a supervisor or other
11 qualified non-bargaining unit personnel may provide such services until
12 such time a bargaining unit employee becomes available.

13
14 12. Establish work and safety policies, and rules (see Section C below).

15
16 The exercise of any management prerogative, function, or right which is not
17 specifically modified by this Agreement is not subject to the grievance procedure, to
18 arbitration, or to bargaining during the term of this Agreement.

19
20 C. Employer may from time to time establish, change and/or withdraw such work
21 and safety policies and rules as it deems necessary or appropriate so long as the
22 Employer provides the Association with copies of such policies and rules (or any
23 changes) at least twenty (20) calendar days prior to implementation unless earlier
24 implementation is mandated by federal, state or local legislation or regulations. The
25 Association may file a grievance at Step 2 of the Grievance Procedure if it believes any
26 such policies, rules or changes are unreasonable, impose a substantial burden on the
27 Association's members or on the Association itself, or are inconsistent with any specific
28 provision of this Agreement, but any such grievance must be filed no later than twenty
29 (20) calendar days after its effective date.

ARTICLE 28 – ATTENDANCE

30 A. An absence is an employee missing a full-day of work while a tardy is an
31 employee arriving five (5) or more minutes late to work and then being unable to work
32 the number of hours the employee was scheduled for.

1 B. If an employee cannot report to work, the employee must notify the immediate
2 supervisor or administrative on-call supervisor at least two (2) hours in advance of the
3 scheduled work shift except in an emergency. In emergencies, if the employee is
4 unable to provide such time notification, the employee or designee should do so as
5 soon as possible.

6
7 C. An employee absent due to illness or personal injury should advise the Employer
8 of the employee's status and estimated date of return on a weekly basis.

9
10 D. Absences or tardiness not otherwise excused by the Employer or state or federal
11 law may result in disciplinary action up to and including termination of employment
12 subject to Article 5, Section A and pursuant to the following progression:

13
14 1. For absences – one (1) unexcused absence in a thirty- (30-) day period
15 will result in a warning to the employee, two (2) unexcused absences in a thirty-
16 (30-) day period an employee may be counseled, suspended and/or required to
17 sign a work improvement agreement, three (3) unexcused absences in a thirty-
18 (30-) day period may result in the immediate termination of employment.

19
20 2. For tardiness – three (3) unexcused tardies in a thirty- (30-) day period will
21 result in a warning to the employee, four (4) unexcused tardies in a thirty- (30-)
22 day period may be counseled, suspended and/or required to sign a work
23 improvement agreement, five (5) unexcused tardies in a thirty- (30-) day period
24 may result in the immediate termination of employment.

25 **ARTICLE 29 – CONFIDENTIALITY**

26 A. All Employer records, including but not limited to patient records, personnel files,
27 computer files, electronic mail, policies and procedures, financial and tax records, as
28 well as all other proprietary information, are the exclusive property of the Employer.
29 Employee must maintain strict confidentiality regarding all Employer records and
30 information at all times.

31
32 B. Employees are not to access patient identifiable healthcare information unless
33 they have a need to know based on their job assignment.

1 C. Employees will protect the confidentiality of patients. Communication of
2 information should be limited to necessary parties and in a manner that decreases the
3 opportunity of being overheard.

ARTICLE 30 – CONFLICT OF INTEREST

4 All nurses shall be subject to Employer's Conflict of Interest policy, and such
5 policy shall be acknowledged by new employees at the time of hire and copies shall be
6 available to any nurse upon request. Any changes in such policy during the term of this
7 Agreement shall be subject to Article 27.C.

ARTICLE 31 – DURATION AND TERMINATION OF AGREEMENT

8 This Agreement shall become effective on January 27, 2011, and shall remain in
9 effect until March 31, 2013, and from year to year thereafter, unless either party notifies
10 the other of its desire to alter, amend, modify or terminate.

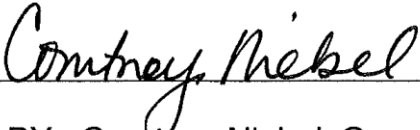
11

12 If either party desires to modify, amend or terminate any of the provisions of this
13 Agreement, it shall give written notice to the other party not less than ninety (90) days in
14 advance of April 1, 2013. This Agreement may be opened by mutual agreement of the
15 parties at any time.

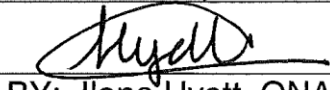
1 The parties recognize that financial problems may be created for the Employer
2 when contract negotiations extend beyond the expiration date of the Agreement.
3 Therefore, the parties will attempt to complete negotiations of the next contract by the
4 expiration date of this Agreement as it is understood that neither party will expect
5 retroactive increases during the next negotiations.
6

7 IN WITNESS THEREOF, the parties have executed this Agreement on the ninth
8 day of March, 2011.
9

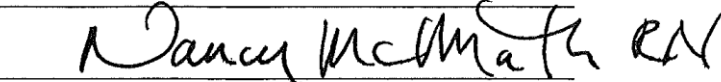
FOR OREGON NURSES
ASSOCIATION



BY: Courtney Niebel, Organizer

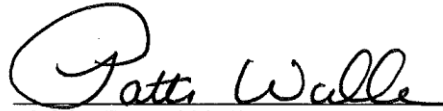


BY: Ilona Hyett, ONA Negotiating
Team Member



BY: Nancy McMath, ONA
Negotiating Team Member

FOR AMEDISYS, INC.



BY: Patti Waller, Executive Vice
President