

*Professional Agreement*

*between*

*Oregon Nurses Association*

*&*

*Amedisys, Inc.*

*January 27, 2011*~~*July 10, 2008*~~  
*through*  
*March 31, 2013*~~*June 30, 2010*~~

## ***Your Rights Under The Weingarten Rule***

*A nurse who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to union representation. In a U.S. Supreme Court case referred to as "Weingarten," the court agreed that an employee has the right to union representation at an investigatory interview that the employee reasonably believes will/may result in disciplinary action.*

*To invoke this right, you must indicate this to the employer. Then you must arrange for a representative to attend the meeting with you. Your ONA Labor Relations Representative, an officer of the bargaining unit, or a co-worker may serve as the representative. If you have any questions about this right, contact ONA.*

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Please complete and send the Contract Receipt Form  
found on the last page of this Contract. Thank You.

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Oregon Nurses Association  
18765 SW Boones Ferry Rd Ste 200, Tualatin OR 97062-8498  
503-293-0011 or Toll-Free in Oregon 1-800-634-3552  
[www.OregonRN.org](http://www.OregonRN.org)

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**ARTICLE 1—PURPOSE**

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

**ARTICLE 2—RECOGNITION**

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

**ARTICLE 3—DEFINITIONS**

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

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

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

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

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

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

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

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

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

27  
28 **Weekend Work** – Work scheduled from 8:00 a.m. Saturday morning until  
29 8:00 a.m. Monday.

30  
31 **Weekend On-Call** – This duty runs from Saturday at 8:00 a.m. until the  
32 following Monday at 8:00 a.m. and may be scheduled in multiple shifts if staffing  
33 allows. In accordance with Article 20.A.3 of this Agreement, on-call hours will be

equitably distributed in/for each office according to the number of on-call hours required and the number of nurses in that office authorized to take call.

## **ARTICLE 4—EQUAL EMPLOYMENT OPPORTUNITY/ HARASSMENT-FREE WORKPLACE**

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

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

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

## **ARTICLE 5—EMPLOYMENT STATUS**

A. **Employer Rights** - The Employer reserves the right to hire, fire, promote, and transfer all members of the staff and to assign duties and responsibilities, provided that discipline of employees who have successfully completed the introductory period will not be imposed without just cause. The principles of

1 progressive discipline shall apply to disciplinary actions except when the  
2 Employer must take a more immediate action where the safety, and/or security of  
3 employee, patient, and/or the Employer are involved, or in other circumstances  
4 constituting just cause.

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

26  
27 **C. Job Bidding** - Where qualifications and relevant experience are similar,  
28 non-introductory nurses shall be given preference in filling job vacancies in  
29 accordance with seniority. Advance notice of anticipated vacancies will be  
30 communicated to nurses via ~~group voice mail (when available)~~, employer e-mail  
31 (when available) and/or posted on Employer's intranet site. Postings shall include  
32 the position's hours, classification (job title), status, required weekend and on-call  
33 work and shift. Vacancies will not be filled permanently until at least ten (10)  
34 calendar days after the opening has been posted. Although a position's



1 assignment area shall not be considered part of a position, such assignments  
2 when they become available shall be granted to senior qualified nurses by an  
3 internal notification process consisting of the same posting period and methods  
4 applied to vacated or new positions. In the event the Employer makes patient  
5 assignments to nurses based on travel from a regional office location more than  
6 thirty (30) miles from current location, the Association shall have the right to  
7 negotiate the impact of the assignments.

8 **D. Termination of Employment -**

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

13  
14 2. The Employer shall give non-introductory nurses fourteen (14) days  
15 written notice of termination or two weeks pay in lieu thereof except where  
16 the nurse is terminated for a violation where the safety, health and/or  
17 security of employees, patients, visitors and/or the Employer is involved, or  
18 where the performance and/or conduct problems provide just cause for  
19 discharge on the first offense, including, but not limited to:

20 2.1 Physical attacks (such as fighting)

21 2.2 Any violation of any Employer Alcohol and Drug policy  
22 involving illegal drugs (including "medical" marijuana) or  
23 alcohol;

24 2.3 Severe incidents of unlawful discrimination or harassment;

25 2.4 Possessing firearms or other weapons, ammunition,  
26 explosives, fireworks, or knives (other than pocket knives) on  
27 Employer or patient premises or at Employer-sponsored  
28 events;

29 2.5 Insubordination, deliberate refusal to comply with reasonable  
30 supervisory instructions (such as to perform specific job  
31 tasks or assignments, refusing to cooperate or giving  
32 untruthful or misleading information in interviews, etc.);

- 1           2.6 Dishonesty, including, but not limited to, falsification,  
2           misrepresentation, and/or omission of information in  
3           interviews, investigations, and on Employer records (such as  
4           employment applications, timesheets, patient records,  
5           accounting and expense reports, etc.);
- 6           2.7 Theft, or possession without proper prior permission, of  
7           Employer property or the property of others;
- 8           2.8 Immoral, indecent or criminal conduct while on Employer  
9           property, Employer time or in other circumstances which  
10          might adversely reflect upon Employer's operations;
- 11          2.9 Threatening, intimidating, or coercing, or abusive language  
12          or behavior directed to any person while in any job-related  
13          circumstance;
- 14          2.10 Disclosure of confidential (including HIPAA-protected)  
15          information relating to patients; and
- 16          2.11 Allowing non-employees to accompany staff to a patient  
17          home (except a student accompanying a nurse as part of an  
18          orientation program previously approved by employer and  
19          sponsored by a local technical school or college).
- 20

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

26

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

31

32          4.     The reasons for termination by the Employer shall be included in the  
33          written notice, ~~and~~ Aa termination interview with the Director of Operations  
34          and Clinical Manager ~~Administrator and/or Director of Professional Services~~

1 or his/her designee shall be granted at the request of the nurse. All nurses  
2 shall be requested to participate in an exit interview with a management  
3 representative.  
4

## 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 ~~related~~ experience ~~as a nurse~~ providing direct patient care during the immediately preceding five (5) years. The nurse will also be credited with one (1) addition 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. Subject to Schedule A, 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. ~~The Employer has the discretion to increase the pay above the minimums established in Schedule A, either upon initial hire or any time during the employment, to any greater rate it believes appropriate. Thereafter, the Employer may drop an individual nurse to the last wage schedule prior to the most recent discretionary increase provided that it is for performance reasons, subject to the grievance process.~~

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.

### ~~B. Team Lead Differential~~

~~1. A nurse assigned by the Employer to fill the position of Team Lead shall receive three dollars and 50 cents (\$3.50) per hour in addition to the nurse's regular rate of pay for each hour worked while performing in this role.~~

## 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 Employers mileage rate is increased, this mileage reimbursement rate will automatically increase proportionally to the Employers increased mileage rate, provided that the rate shall not exceed the then-current IRS maximum.

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

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

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

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

F. Employer shall reimburse all full-time field nurses Thirty Dollars (\$30.00) per month for cellular phone use, with Fifteen Dollars (\$15.00) per month for part-time field nurses, and this amount shall be paid as an automatic reimbursement. ~~provided that the~~ Employer's corporate cellular phone reimbursement rate as of the effective date of this Agreement shall not be reduced during its term and ~~that~~ nurses automatically will receive any increases in such rate. In lieu of the automatic monthly cell phone stipend reimbursement, nurses may voluntarily elect to submit

an itemized copy of their business usage for reimbursement, up to a maximum of fifty dollars (\$50.00) per month. Employees are not to use cell phones while operating a motor vehicle without a hands-free device provided by the employee.

## ARTICLE 8—HOURS OF WORK AND OVERTIME PAY

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

B. 1. The basic workday shall be eight (8) hours and could begin earlier or later than 8:30 a.m., plus a minimum thirty- (30-) minute meal period on the nurse's own 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 ~~make reasonable efforts to~~ have a schedule posted by the 22<sup>nd</sup> of each month or, if the 22<sup>nd</sup> 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).

1           4.       If available unfilled shift assignments are known, the Employer will  
2 identify and post them, ~~if practical~~whenever possible, in an effort to elicit  
3 volunteers.  
4  
5

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—unless the 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. ~~In addition to the nurse's positioned weekend work requirement, a nurse may volunteer for extra weekend work on a case-by-case basis or as part of an agreed upon work schedule. The nurse agreeing to such a work schedule may rescind the agreement with a one (1) month written notice. A weekend for purposes of this provision shall be Saturday and/or Sunday, or portion thereof. The Employer will attempt to solicit volunteers and utilize PRN nurses prior to requiring a nurse to be placed on-call and/or to work night shifts in excess of the amounts listed herein. Weekend work and weekend call will be assigned to a nurse during the same weekend whenever possible if the nurse so desires.~~

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

If a nurse makes a timely request (*i.e.*, at least two (2) weeks in advance of a scheduled weekend), he/she may request two (2) consecutive or non-consecutive days off in the week preceding or following a weekend worked and the Employer will make every effort to accommodate the request. The nurse will be given two (2) days off in either the week preceding or following the scheduled weekend. The



1 Employer will give a firm response to a request within three (3) working  
2 days. However, the Employer retains the ability to designate the days off  
3 to ensure safe and adequate staffing for patient care services and/or to  
4 minimize overtime costs.

5  
6 D. In computing pay there shall be no pyramiding of premium pay (which  
7 under this Agreement includes differentials) under the contract; that is, overtime  
8 will not exceed one and one-half (1½) times straight-time base rates. On-call is  
9 not treated as a differential and thus a nurse working overtime on the weekend  
10 will receive on-call on top of overtime.

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

9 F. **Weekend Differential** - Nurses will receive a weekend differential of one  
10 and ~~7525~~/100 dollars (\$~~1.751.25~~) per hour based on hours worked that fall within  
11 the designated time period from ~~23:00 Friday to 23:30 Sunday~~8:00 a.m. Saturday  
12 to 8:00 a.m. Monday.  
13

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

19  
20 1. To qualify for the additional shift incentive, the extra shift must be of  
21 at least four (4) hours in duration.

22  
23 2. Hours worked as a result of trades or of being called in to work  
24 while ~~on-standby~~on-call will not be included in determining eligibility for the  
25 additional shift incentive.

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

31  
32 4. The additional shift incentive would not apply to hours that are  
33 worked at the overtime rate of pay.  
34

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

## ARTICLE 9—PAID TIME OFF (“PTO”) AND HOLIDAYS

A. **PTO** - All eligible nurses will participate in the Employer’s paid time off (“PTO”) 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. Compensated hours shall be used for the pay period accruals. For clarification purposes, the following practices and interpretations apply:

- Employees must qualify as “part-time,” i.e., regularly scheduled to work at least 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.

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

## 8 **ARTICLE 10—HEALTH & SAFETY**

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

### 19 B. Inclement Weather Option

20  
21  
22 1. Nurses who are unable to report to work or are authorized to leave  
23 work early because of hazardous driving conditions will be given an  
24 opportunity, if possible, to make up the hours lost from work, within the  
25 workweek and when authorized by the Clinical Manager.

26  
27 2. The nurse will be paid for actual hours worked. The employee may  
28 have the option to use paid time off accrued to cover any lost hours. It is  
29 expected that nurses who are required to have a car as part of their job  
30 will have it properly equipped for winter driving, including equipment such  
31 as chains, studded tires, snow tires, or other traction devices.

## ARTICLE 11—PERSONNEL RECORDS

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

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

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

D. A warning, reprimand or other discipline or disciplinary document shall not be considered in subsequent disciplinary activity if there has been at least a twenty-four (24) month period since the last disciplinary action of a related nature. However, all prior discipline may be retained in the file but may only be considered by the Employer (or a labor arbitrator) for another three (3) years (five (5) years total) in evaluating an employee's overall record for purposes of any suspension or termination.

## ARTICLE 12—PHYSICAL EXAMINATION

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

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

2  
3 C. Nurses shall have a TB skin test each year after employment, which shall  
4 be provided by the Employer. Nurses with a history of positive TB skin test will  
5 complete a Screening questionnaire, titled "Annual Tuberculosis Screening  
6 Questionnaire."

7  
8 D. In the event of any unusual exposure to infection or contagious diseases  
9 during the performance of the nurse's duties, a special examination, including  
10 any diagnostic test and immunization, at the expense of the Employer, shall be  
11 authorized by the Area Vice President and/or Director of Office Operations.

## 12 **ARTICLE 13—INSURANCE AND RELATED BENEFIT PLANS**

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

20  
21 B. **Cost of Premiums** - Employer will continue to pay the same share of the  
22 cost of providing the insurance plans described in Section 13.A on the same  
23 basis and subject to the same terms, conditions, and changes as other  
24 employees and managers. Employer will be obligated to make such payments as  
25 long as an employee receives compensation, including PTO, directly from the  
26 Employer for at least one hundred thirty (130) hours in a calendar month.

27  
28 C. **Employee-Optional Insurance Plans** - Employer may provide  
29 supplemental or optional insurance plans or coverage for eligible employees at  
30 employee expense. Such plans may include Supplemental Life Insurance, Short-  
31 Term Disability, and Dependent Life Insurance, and Employer will offer such  
32 plans to eligible employees on the same basis and subject to the same terms,

1 conditions and changes as employees and managers at this and Employer's  
2 other facilities.

3  
4 **D. Notice of Changes** - Employer may make such changes in the insurance  
5 plans offered to eligible employees as it deems appropriate including, but not  
6 limited to, modifying or changing coverage, plans or carriers provided that any  
7 such changes or modifications shall apply to all affected employees and  
8 managers and provided further that Employer provides the Association with at  
9 least thirty (30) days of advance written notice to give the parties an opportunity  
10 to meet and discuss the changes. The Association may reopen Schedule B of  
11 the collective bargaining agreement thereafter if there are significant changes  
12 either to the plans offered or the cost of the plans to the employees. If the parties  
13 reach an impasse during these negotiations, then the provisions of Article 25,  
14 Strikes & Lockouts, will be waived, and the Association may take economic  
15 action in support of its position and the Employer may lock out or implement its  
16 proposals consistent with NLRB rules.

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

23  
24 **F. Continuation of Benefits** - Employer will provide eligible nurses who lose  
25 the insurance coverage provided under Section 13.A in qualifying circumstances  
26 the opportunity to purchase such continuation, conversion and/or portability  
27 rights as are granted by any applicable federal or state law or by the terms and  
28 conditions of the underlying contract(s).

29  
30 **G. Health Care Legislation** – Because of the uncertainty surrounding the  
31 implementation of the federal Patient Protection and Affordable Care Act,  
32 Employer may use the procedure in paragraph D above if Employer's obligations  
33 or costs are significantly increased during the term of this Agreement, and

1 | Association may do so if employee contributions or benefits are significantly  
2 | decreased.

### 3 | **ARTICLE 14—401(K) RETIREMENT PROGRAM**

4 | A. The Employer shall offer the Amedisys, Inc. 401(k) Plan ("Plan").

5 |  
6 | B. The eligibility requirements and Plan Summary will be provided to all new  
7 | nurses during orientation.

8 |  
9 | C. The Employer may change the above Plan to a substantially similar Plan  
10 | which will include the same or better contribution level, only after providing the  
11 | Association at least thirty (30) days' prior written notice of the details of the plan  
12 | changes.

13 |  
14 | D. Notwithstanding Section C, Employer may make any changes in the Plan  
15 | required by law or any applicable regulations. In addition, any increase or  
16 | reduction in benefits during the term of this Agreement which apply to all  
17 | participating employees shall also apply to members of the bargaining unit,  
18 | provided, however, that in the event of any reduction in benefits Employer agrees  
19 | to provide Association with thirty (30) days' advance notice and, upon request,  
20 | discuss the effect of change on participating bargaining unit employees. In the  
21 | event of any reduction in the "match" Employer shall provide the Association with  
22 | at least thirty (30) days' advance notice to discuss the effects of the reduction  
23 | and Association shall then have thirty (30) days in which to request reopening of  
24 | Schedule A. If the parties reach an impasse during these economic negotiations,  
25 | the provisions of Article 25, Strikes and Lockouts, will be waived, and the  
26 | Association may take economic action in support of its position and the Employer  
27 | may lock out or implement its proposal consistent with NLRB rules.

### 28 | **ARTICLE 15—LEAVES OF ABSENCE**

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



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

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

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

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

32  
33                   A nurse on general leave must use any accrued PTO until it has  
34 been exhausted and then may take unpaid leave. The nurse will continue

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

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

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

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

1       **5. Family and Medical Leave.** Family and medical leave shall be in  
2       accordance with the Employer's policy and the applicable law(s) as well as  
3       any provisions of this Agreement imposing greater requirements. PTO  
4       must be used while on such leave. A nurse on such leave shall continue to  
5       accrue PTO while on paid status, and all other benefits will continue as  
6       long as the nurse continues to pay his or her portion of the required  
7       premium costs. Reinstatement following the actual FMLA and/or OFLA  
8       leave shall be to the former or, if the position has been eliminated, to a  
9       substantially equivalent position.

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

21  
22       **7. Bereavement Leave.** Bereavement leave shall be available for the  
23       death of a qualifying family member, as identified below. Leave shall be  
24       for the purpose of grieving, assisting in making arrangements and/or  
25       attending the services. Requests for bereavement leave should be made  
26       to the supervisor as soon as is feasible after learning of the possible need.  
27       Regular full-time nurses who have successfully completed the introductory  
28       period shall be eligible for pay for missed work time due to approved  
29       bereavement leave. Any additional time, or any time granted for other  
30       family members or close friends, is subject to advance approval and a  
31       nurse must use PTO. Pay shall be for up to three (3) days in the event of  
32       the death of a spouse, child or step-child, or parent, and up to three (3)  
33       days in the event of the death of a grandparent, sister, brother, daughter-  
34       in-law, son-in-law, father-in-law, mother-in-law, legal guardian, or

grandchild. Upon written request within ninety (90) calendar days of the death, an eligible employee shall be entitled to an additional two (2) days' pay. "Qualifying family member" shall also include any domestic partner who has 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.

1 C. The Employer will deduct from the bi-weekly paychecks of any nurse covered  
2 by this Agreement monthly dues for membership in the Association or Association  
3 fees provided that the Employer has received written authorization to deduct the  
4 amount as instructed by the Association.

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

13  
14 E. The Employer agrees to distribute to each nurse a copy of this Agreement  
15 provided by the Oregon Nurses Association.

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

30  
31 G. At the discretion of the supervisor and the nurse, time off with pay may be  
32 allowed for participation in professional organization activities, such as holding  
33 office, serving on committees, etc.

1 H. Employer initiated meetings will be paid time.

2  
3 I. The Employer recognizes the importance of continuing education. To the  
4 extent possible, there will be a conscious effort to provide both in-service and  
5 outside educational opportunities for staff members on Employer time.  
6

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

## 13 **ARTICLE 17—GRIEVANCE PROCEDURE**

14 A. A grievance is defined as any dispute by a non-introductory nurse over the  
15 Employer's interpretation or application of the Agreement. All grievances which  
16 arise during the term of this Agreement shall be resolved as follows:  
17

18 **Step 1:** The employee or the Association, on an employee's or group of  
19 employees' behalf, shall present his/her grievance in writing on the "Official  
20 Grievance Form," or facsimile, to her/his immediate supervisor within  
21

1           fourteen (14) days of the occurrence or when the nurse should have  
2           reasonably known. The written grievance statement shall include:

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

7           The immediate supervisor shall meet with the grievant within seven (7)  
8           calendar days of receipt of the grievance. At this meeting, every effort shall  
9           be made to find a mutually satisfactory solution to the grievance.

10          The supervisor shall give a written reply to the grievant with a copy to the  
11          Association within five (5) calendar days after the meeting.

12  
13          **Step 2:** If the grievance is not settled at Step 1, the grievant or the  
14          grievant's representative may submit a written appeal that the grievance be  
15          heard by the Director of Office Operations within ten (10) calendar days.  
16          After conferring with the grievant and supervisor, the Director of Office  
17          Operations will recommend a solution in writing which shall be delivered to  
18          the grievant and the Association within ten (10) calendar days.

19  
20          **Step 3:** If the grievant remains unsatisfied with the solution proposed by the  
21          Director of Office Operations, the grievant may appeal to the Area Vice  
22          President or his/her designee within seven (7) calendar days after receiving  
23          the proposed solution resulting from the second step. After conferring with  
24          the grievant, the Area Vice President will then render a written decision  
25          within seven (7) calendar days after receiving the grievant's written appeal  
26          to the third step.

27  
28                 If the grievance is not resolved at Step 3, either party may submit  
29                 the issue to arbitration by filing a written request with the other within  
30                 fourteen (14) calendar days following the receipt of the Step 3 response.

31  
32                 Employer and Association will attempt to agree on a neutral  
33                 arbitrator to hear the grievance, and with mutual agreement may submit  
34                 multiple grievances to the same arbitrator. If the parties are unable to reach

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

15  
16 The decision of the arbitrator shall be final and binding on the  
17 parties, and on all nurses subject to this Agreement, but the arbitrator will  
18 confine the decision to the interpretation and application of the specific  
19 provisions of this Agreement which have been placed in issue by the  
20 parties, and will have no authority to enlarge, diminish, alter, amend or in  
21 any way modify the terms of this Agreement.

22  
23 Each party will bear its own costs and expenses in any such  
24 arbitration proceeding and the parties shall equally share all expenses  
25 related to any transcript requested by either party or other incidental  
26 expenses of the arbitration.

27  
28 The parties may agree to use the mediation process in an attempt to  
29 resolve the grievance. Both parties must mutually agree to use mediation  
30 and neither party may require that any grievance be sent to mediation.  
31 Mediation shall not be considered a step in the grievance procedure.  
32 Should the grievance subsequently be pursued to arbitration, the Employer  
33 shall not be liable for any potential back pay liability for that period of time



1 when the parties agreed to mediate until the parties terminate the  
2 mediation efforts.

3  
4 B. The time limitation for filing a grievance and or proceeding through  
5 steps of grievance procedures are of the essence. Accordingly, a grievance  
6 or request for arbitration will be deemed untimely if the time limits set forth  
7 above for presentation to a step are not met, unless the parties agree in  
8 writing to extend such time limits. Failure to timely process a grievance and/or  
9 arbitration shall be deemed a waiver of such matter by the grievant or  
10 Association. A failure by the Employer to comply with the time limits set forth  
11 in the grievance and/or arbitration procedure, will be deemed a denial of the  
12 grievance. This Article shall supersede any other grievance and/or dispute  
13 resolution procedures available to Employer employees.

14  
15 C. **Grievance Meetings** – Association representative(s) and grievants covered  
16 by this Agreement shall suffer no loss in their regular pay at straight time rates  
17 when attending meetings with Employer representatives regarding formal  
18 grievance steps. Pay is allowed only when the employee has been excused from  
19 duty by the responsible supervisor, the meeting is during the employee's regularly  
20 scheduled working hours and the employee would have worked if he/she had not  
21 attended the meeting. The Employer reserves the right to limit the number of  
22 employees paid for attending a particular grievance meeting. Except as provided  
23 in this section, one (1) Association representative shall be paid for time, not to  
24 exceed two (2) hours per grievance, for investigating and processing a grievance.  
25 Time paid must have prior approval by employee's Manager, and Association  
26 representatives shall not allow Association business to interfere with their regular  
27 duties.

## 28 **ARTICLE 18—SENIORITY, LAYOFF AND RECALL**

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

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

7  
8 C. Layoffs will occur in the following order:

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

14  
15 D. Nurses shall not be laid off permanently unless they have received written  
16 notice at least five (5) working days before their layoff date.

17  
18 E. Seniority shall be broken and employment shall be lost by:

- 19 1. Termination;
- 20 2. Layoff for lack of work which is continued for more than three (3)  
21 consecutive months;
- 22 3. Failure to accept a recall within three working days after receipt of a  
23 written recall notice or seven (7) calendar days after mailing of the recall  
24 notice to the last address listed in the nurse's personnel file, which will give  
25 the nurse at least two (2) weeks to report for work; however, a regular staff  
26 nurse will not lose seniority for refusing a twenty-four (24) hour availability  
27 position; or
- 28 4. Exceeding the maximum period available for a leave of absence.

29  
30 Provided, however, that a nurse who is rehired within twelve (12) months of a  
31 separation from employment shall have the former seniority date reinstated, subject  
32 to adjustment for the duration of the separation, but shall not be allowed to use the  
33 restored seniority to "bump" a junior nurse from existing positions or schedules. In  
34 addition, a nurse who accepts a position outside of the bargaining unit and returns to

1 the unit within one (1) year shall suffer no loss of seniority. A nurse who returns to  
2 the bargaining unit after one (1) year shall receive an adjusted seniority date  
3 reflecting the time worked outside of the bargaining unit in excess of one year.

4  
5 F. No new nurse shall be hired by the Employer until all available qualified  
6 nurses on layoff with recall rights have been offered reemployment in the positions  
7 available.

8  
9 G. A written recall notice shall be sent by registered or certified mail to the last  
10 address which the nurse has given the personnel department of the Employer. In  
11 order to preserve seniority, nurses must respond to recall within three working days  
12 of receiving the recall notice.

13  
14 H. Nurses recalled from layoff shall not forfeit previously accumulated benefits  
15 up to the date of layoff. No benefits shall accrue during layoffs of more than five (5)  
16 working days.

17  
18 I. In the event that the Employer needs to reduce staff on a temporary basis  
19 for a full or partial day, flex time, the Employer shall first solicit volunteers. If there  
20 are more volunteers than necessary for temporary staff reductions, such  
21 volunteers will be selected on a first come, first-served basis.

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

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

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

## **ARTICLE 19—PROFESSIONAL NURSE PRACTICE COMMITTEE**

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

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

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.

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

5  
6 D. The Committee shall meet quarterly or more frequently ~~when needed by~~  
7 mutual agreement. The Director of Office Operations will be notified when  
8 meetings are scheduled and will be furnished a copy of the agenda. Committee  
9 members shall collectively be paid twenty-four (24) hours per calendar quarter for  
10 Committee work, which shall not be considered in calculating productivity.

11  
12 E. The Employer shall give a detailed written response to each Committee  
13 recommendation submitted to the Employer within ten (10) working days or a  
14 mutually acceptable period of time. The Employer will give due consideration to the  
15 recommendation and will advise the Committee of action taken.

16  
17 F. A limited portion of each scheduled Committee meeting shall be attended  
18 by the Director of Office Operations, or designee, for the purpose of exchanging  
19 agenda items, presenting practice concerns, and supplying relevant data and  
20 information related to issues being reviewed by the Committee. Although more  
21 extensive participation by the Area Vice President or other guests may be  
22 arranged at the Committee's invitation or with their consent, the standing  
23 participation of the Director of Office Operations shall be limited to twenty-five  
24 percent (25%) of the meeting time. Committee agenda items may be submitted to  
25 the Committee chairperson by bargaining unit or supervisory nurses. The Chair, in  
26 consultation with Committee members, shall then set the agenda.

## 27 **ARTICLE 20—~~STANDBY~~ON-CALL DUTY/24 HOUR** 28 **AVAILABILITY**

### 29 **CONDITIONS**

30  
31 A. StandbyOn-call pay covers hours when an RN is not on regular duty and is  
32 required to remain in contact with the Employer and be available for work within a

1 maximum of fifteen (15) minutes telephone response time and thirty (30) minutes if  
2 required to report to work.

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

6 2. The nurse must be immediately prepared to commence full-time work  
7 if appropriate.

8 3. On-call hours will be equitably distributed in/for each office according  
9 to the number of on-call hours required and the number of nurses in that  
10 office authorized to take call, in accordance with Article 8.C.2.  
11

12 B. StandbyOn-call schedules will be posted at least two (2) weeks in advance  
13 except for instances of illness or emergencies.  
14

15 C. Nurses scheduled for weekend standbyon-call duty may request designated  
16 days off in either the week preceding or the week following a weekend on which  
17 they are scheduled. Such requests should be submitted at least two (2) weeks in  
18 advance, which should provide time to find a replacement. However, should the  
19 Employer be unable to find adequate coverage, the request may be denied. If the  
20 nurse requests, the Employer will continue to try to obtain coverage to  
21 subsequently grant any request which has been denied.

22 If a nurse makes a timely request (*i.e.*, at least two (2) weeks in advance of  
23 a scheduled weekend) and is not given at least one (1) day off in either the week  
24 preceding or the week following the weekend in which he/she is scheduled, the  
25 nurse will be paid at time and one-half (1 ½) for all hours worked in the week  
26 following the weekend standbyon-call duty, where the nurse has actually worked  
27 both weekend days. Although the nurse may request "any day(s)" as time off, the  
28 Employer has the ability to designate the day(s) off and the nurse must take that  
29 (those) day(s) off. If a nurse does not make a timely request for designated days  
30 off, all working time will be compensated as provided in Article 8.  
31

32 D. After-hours call is a scheduled standbyon-call assignment from 5:00 p.m.  
33 until 8:00 a.m. After hours and weekend standbyon-call responsibility will be

assigned for at least three and one-half (3 1/2) hours unless negotiated and agreed upon by the staff nurse.

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

F. A nurse scheduled for after-hours call during which there were multiple or lengthy calls and/or visits may request a delayed start time or to be scheduled off if scheduled to work the day immediately after the on-call shift. The Employer will make a reasonable effort to grant the nurses' request. The nurse may choose to use PTO or take leave without pay and continue earning PTO in any pay period in which the nurse receives compensation directly from Employer, e.g. wages, PTO, etc. A nurse who works an after-hours shift and is scheduled for a regular shift the following day may take that scheduled shift off without pay and still accrue earned leave. Hours worked and visits made on an after-hours call shift will not be included in productivity calculations.

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

## COMPENSATION

HA. When on standbyon-call status, the individual will be paid four and 00/100~~three and 75/100~~ dollars (\$4.00~~3.75~~) for the time in the established standbyon-call interval except for the time spent on the telephone and/or for the time when the individual is called for work.

IB. 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.

**JG.** When a nurse is called into work from ~~standby~~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 ~~standby~~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.

**KD.** 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



1 representative shall notify his/her supervisor prior to the performing of any of the  
2 permitted Bargaining Unit activities, the responsible supervisor(s) shall arrange in  
3 a timely fashion for a mutually satisfactory time to perform the requested activity.

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

## 9 **ARTICLE 22—ALCOHOL AND SUBSTANCE ABUSE**

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

17  
18 B. An employee's use of legal drugs while working can impose a significant  
19 risk to the safety of the employee and others. The use of legally obtained drugs  
20 is allowed, except to the extent such use impairs employee's work performance  
21 or has the potential to affect the safety of the employee, co-workers, patients  
22 and others while the employee is working.

23  
24 C. The Employer and the Association agree that post-employment drug  
25 screening as set forth in the Employer's Drug and Alcohol Screening Policy shall  
26 apply to all employees in the bargaining unit. This drug and alcohol screening  
27 shall be limited to random, reasonable suspicion and post accident or safety  
28 incident. ~~The Employer and the Association also agree that any bargaining unit~~  
29 ~~employees using medical marijuana shall inform the Area Vice President prior to~~  
30 ~~such use so that Employer can meet its obligations to maintain a safe workplace~~  
31 ~~as well as any obligations under Oregon's disability law.~~

## **ARTICLE 23—SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through governmental regulation or decree, such decisions shall not invalidate the entire Agreement, it being an express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 24—DRESS CODE**

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

## **ARTICLE 25—STRIKES AND LOCKOUTS**

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

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

The Association, therefore, agrees that neither it, its officers, employees, or nurses covered by this Agreement will encourage, sanction, cause, support or engage in any primary, secondary or sympathy strike (defined to mean an employee's refusal in concerted action with others to report for duty, or his/her

1 willful absence from his/her position, or his/her stoppage of work, or his/her  
2 absence in whole or in part from the full, faithful or proper performance of his/her  
3 duties of employment), provided however, that if at the expiration of this  
4 Agreement, the Employer and the Association have not reached agreement on a  
5 renewal, extension or new Agreement, the Association and its officers and  
6 nurses covered by the Agreement may engage in any type of strike activity which  
7 is not unlawful.

8  
9 Upon notification, confirmed in writing by the Employer to the Association  
10 that certain bargaining unit nurses covered by this Agreement are engaging in  
11 activity in violation of this Article, the Association shall, upon receipt of a mailing  
12 list, advise such nurses in writing (with a copy to the Employer) that such action  
13 is inappropriate. Such notification to nurses covered by this Agreement by the  
14 Association shall be made solely at the request of the Employer.

15  
16 Nurses covered by this Agreement who engage in activity prohibited by  
17 this Article will be subject to disciplinary action for misconduct.

## 18 **ARTICLE 26—ORIENTATION AND PRECEPTORSHIP**

19 The Employer will maintain a comprehensive orientation and preceptor  
20 program. Each newly hired or transferred nurse shall receive sufficient orientation  
21 to assure that the nurse is safe to independently practice by demonstrating the  
22 competencies required for the nurse's position and assignment. No nurse shall be  
23 given an assignment for which the nurse has not received adequate orientation for  
24 the delivery of safe patient care or the nurse does not feel competent to perform.  
25 In the event that a nurse believes that the nurse is being given an inappropriate  
26 assignment, the nurse shall discuss the assignment and alternatives with the  
27 nurse's immediate supervisor.

28  
29 Preceptors are staff members who, at the request of their manager, act as  
30 the ongoing instructor for a new clinical staff member. Preceptorship can include  
31 but is not limited to review of methods of time management, demonstration of  
32 successful incorporation of documentation into workflow, and joint visits to patient  
33 homes.

1  
2 Nurses who have case management experience and at least one year  
3 home health experience shall complete an orientation training program under the  
4 supervision of a supervisor, and shall thereafter be considered an Eligible  
5 Preceptor, provided the nurse is not then currently subject to any disciplinary  
6 action or performance improvement plan based on clinical deficiencies. As the  
7 need for preceptors arises, Employer agrees to elicit volunteers from among the  
8 Eligible Preceptors. In the event there are no volunteers, Employer, in his/her  
9 sole and reasonable discretion and considering equities, including but not limited  
10 to the location of the trainee and the balance of preceptorship assignments  
11 among all Eligible Preceptors, may request any Eligible Preceptor to accept an  
12 assignment.

13  
14 The Eligible Preceptor has the right to refuse any assignment should the  
15 Preceptor reasonably expect that the assignment would cause an unreasonable  
16 hardship to the Preceptor and the Preceptor promptly communicates the grounds  
17 for refusing the assignment to Employer.

18  
19 Preceptors shall receive compensation equal to one dollar and seventy-  
20 five cents (\$1.75~~1.50~~) per hour for preceptor services provided.

## 21 **ARTICLE 27 - MANAGEMENT RIGHTS**

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

25  
26 B. The terms of this Agreement will prevail over any inconsistent Employer  
27 policy. However, unless specifically limited by the terms of this Agreement, the  
28 Employer shall control and supervise all operations including, but not limited to,  
29 the unilateral right to:

- 30 1. Direct and supervise nurses.
- 31 2. Hire, promote, transfer, assign and retain nurses.
- 32 3. Suspend, discharge or take other proper disciplinary action against  
33 non-introductory nurses for cause, and introductory nurses without

- 1 cause.
- 2 4. Reassign nurses.
- 3 5. Relieve nurses from duty because of a lack of work or other proper
- 4 reasons.
- 5 6. Schedule, assign and distribute work.
- 6 7. Determine methods, means and personnel by which operations
- 7 are to be conducted.
- 8 8. Determine staffing levels.
- 9 9. Determine the need for overtime.
- 10 10. Determine type of nursing care delivered.
- 11 11. In the event of emergency or a situation where services must be
- 12 provided and no nurse within the bargaining unit is available, a
- 13 supervisor or other qualified non-bargaining unit personnel may
- 14 provide such services until such time a bargaining unit employee
- 15 becomes available.
- 16 12. Establish work and safety policies, and rules (see Section C below).

17 The exercise of any management prerogative, function, or right which is not

18 specifically modified by this Agreement is not subject to the grievance procedure,

19 to arbitration, or to bargaining during the term of this Agreement.

20

21 C. Employer may from time to time establish, change and/or withdraw such

22 work and safety policies and rules as it deems necessary or appropriate so long

23 as the Employer provides the Association with copies of such policies and rules

24 (or any changes) at least twenty (20) calendar days prior to implementation

25 unless earlier implementation is mandated by federal, state or local legislation or

26 regulations. The Association may file a grievance at Step 2 of the Grievance

27 Procedure if it believes any such policies, rules or changes are unreasonable,

28 impose a substantial burden on the Association's members or on the Association

29 itself, or are inconsistent with any specific provision of this Agreement, but any

30 such grievance must be filed no later than twenty (20) calendar days after its

31 effective date.

## ARTICLE 28—ATTENDANCE

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

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

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

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

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

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

## ARTICLE 29—CONFIDENTIALITY

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

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

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

## ARTICLE 30 – CONFLICT OF INTEREST

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

## ARTICLE 31 – DURATION AND TERMINATION OF AGREEMENT

This Agreement shall become effective on January 27, 2011~~June 15, 2008~~, if timely ratified, and shall remain in effect until March 31, 2013~~June 30, 2010~~, and from year to year thereafter, unless either party notifies the other of its desire to alter, amend, modify or terminate.

If either party desires to modify, amend or terminate any of the provisions of this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of April 1, 2013~~June 30, 2010~~. This Agreement may be opened by mutual agreement of the parties at any time.

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

6  
7           IN WITNESS THEREOF, the parties have executed this Agreement on the  
8 | \_\_\_\_\_ day of \_\_\_\_\_, ~~2011~~2008.

9  
FOR OREGON NURSES  
ASSOCIATION

FOR AMEDISYS, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_



## **SCHEDULE A—~~Compensation System and Productivity Standard~~**

### **~~Compensation System~~**

- ~~1. All nurses with anniversary dates during the period of Amedisys ownership who have not received an evaluation and any otherwise due step increase, shall receive the evaluation and step increase, retroactive to anniversary date.~~  
—
- ~~2. Effective April 15, 2008, subject to ratification of this Proposal and notice to the Employer prior to that date, the Wage Schedule set forth in Schedule B—Wage Schedule—shall become effective for nurses hired prior to September 1, 2007, and the nurse shall be moved to the step corresponding to the nurse's then-current step. Subject to paragraph 7 below, on the nurse's next anniversary date the nurse shall then move to the next step on Schedule B.~~  
—
- ~~3. For nurses hired on or after September 1, 2007, on the nurse's anniversary date of employment the nurse shall be moved to the next step on Schedule B. (For example, a nurse hired at Step 16 on October 1, 2007, will not be moved on to Schedule B until October 1, 2008, and will be placed at Step 17 on that date.)~~  
—
- ~~4. Upon notice of ratification, Employer and Association will select up to three (3) representatives each to meet and discuss a pay per visit wage system to be proposed by Employer. Each Party shall select a co-chair to prepare an advance agenda for each meeting. Meetings shall be not less than monthly, at mutually-agreed time, places and durations. The (maximum of) three (3) nurses (and nurse assignments may rotate) will receive their regular straight-time compensation for participation in the meetings. This group shall also~~

~~discuss operational problems and processes, with a focus on process improvements and efficiency.~~

**5.1. Process Improvements -** It is understood that the Employer will ~~also~~ meet with the nursing workforce and support staff (when deemed appropriate by mutual agreement), to solicit their experiences and input on process improvements and efficiency.

~~6. On or about June 1, 2009, or earlier by mutual agreement, either party may reopen the Agreement to discuss a pay per visit proposal. Employer acknowledges that the Association is not in any way guaranteeing future agreement to such a system. If the parties reach an impasse during these economic negotiations, the provisions of Article 25, Strikes and Lockouts, will be waived, and the Association may take economic action in support of its position and the Employer may implement its proposal(s) consistent with NLRB rules.~~

~~7. If a pay per visit system is established, Schedule B shall no longer apply and for the balance of the term of the Agreement nurses shall be paid according to the PPV system. If employer does not implement a pay per visit system, on anniversary date all nurses shall advance to the next step on Schedule B.~~

**8.2. ONA Representation -** Employer and Association agree to notify applicants for employment, prior to or in conjunction with an employment offer, that registered nurses are represented by ONA, ~~and that the parties may be considering a pay per visit compensation system.~~

~~9. Upon request, Employer shall make financial records available reflecting the Portland Agency's performance and to discuss such records with an accountant designated by Association, subject to the same confidentiality agreement which was used in connection with the prior negotiations between IntegriCare and Association.~~

|

### **3. Productivity Standards -**

Full time nurses shall be required on average to make twenty-five (25) to thirty (30) "credited" visits each week, subject to proration for part-time nurses and grandfathered thirty-two (32) hour nurses, as follows:

- Skilled Visit = 1 visit
- Psych Visit = 1 visit
- SOC/Recert/DC-Oasis = 2 visits
- Supervisory Visit = ~~0.33~~<sup>1</sup>/<sub>3</sub> visit (usually done in conjunction with a scheduled Skilled Visit, no extra trip is made)
- Eval only = ~~1.5~~<sup>2</sup> visits
- ROC (Resumption of Care) = ~~21~~<sup>5</sup> visits

The Employer agrees to take extenuating circumstances into account if productivity standards are not being met.

## SCHEDULE B—Salary Schedule

**Transition to New Schedule B** – This revised Schedule B deletes the first two (2) steps of the expired Schedule B, and adds two (2) new steps at the top. For the transition to the new Schedule, RNs will move down two (2) step numbers to the number that reflects their current rate of pay plus the negotiated increase. As an example – a nurse currently on Step 16 of the former Schedule B will be moved to Step 14 on the new Schedule. RNs will receive a “step” increase in accordance with the new Schedule B on the anniversary date of employment according to the contract procedure. Note that the Employers recent implementation of a common performance review date (April 1 each year) does not impact the schedule for wage increases for RNs who are covered by the Collective Bargaining Agreement.

<b>Effective Date</b>	<b><u>10/1/10-3/31/11</u></b>	<b><u>4/1/11-9/30/11</u></b>	<b><u>10/1/11-6/30/12</u></b>	<b><u>7/1/12-4/1/13</u></b>
Step 1:	\$29.64	\$30.53	\$31.14	\$31.77
Step 2:	\$30.71	\$31.64	\$32.27	\$32.91
Step 3:	\$31.58	\$32.53	\$33.18	\$33.84
Step 4:	\$32.88	\$33.86	\$34.54	\$35.23
Step 5:	\$33.21	\$34.20	\$34.89	\$35.59
Step 6:	\$33.70	\$34.71	\$35.41	\$36.12
Step 7:	\$34.86	\$35.90	\$36.62	\$37.35
Step 8:	\$35.18	\$36.24	\$36.97	\$37.70
Step 9:	\$35.58	\$36.64	\$37.38	\$38.12
Step 10:	\$35.97	\$37.05	\$37.79	\$38.54
Step 11:	\$36.35	\$37.44	\$38.19	\$38.95
Step 12:	\$36.79	\$37.90	\$38.65	\$39.43
Step 13:	\$37.17	\$38.29	\$39.05	\$39.83
Step 14:	\$37.60	\$38.72	\$39.50	\$40.29
Step 15:	\$38.02	\$39.16	\$39.94	\$40.74
Step 16:	\$38.42	\$39.57	\$40.36	\$41.17

Step 17:	<del>\$38.84</del> <u>35.48</u>	<del>\$40.01</del> <u>36.19</u>	<del>\$40.81</del> <u>36.94</u>	<u>\$41.62</u>
Step 18:	<del>\$39.27</del> <u>35.86</u>	<del>\$40.45</del> <u>36.57</u>	<del>\$41.26</del> <u>37.30</u>	<u>\$42.09</u>
Step 19:	<del>\$39.75</del> <u>36.25</u>	<del>\$40.94</del> <u>36.97</u>	<del>\$41.76</del> <u>37.71</u>	<u>\$42.59</u>
Step 20:	<del>\$40.53</del> <u>36.65</u>	<del>\$41.75</del> <u>37.38</u>	<del>\$42.58</del> <u>38.13</u>	<u>\$43.43</u>
Step 21:	<del>\$40.94</del> <u>37.10</u>	<del>\$42.16</del> <u>37.84</u>	<del>\$43.01</del> <u>38.59</u>	<u>\$43.87</u>
Step 22:	<del>\$41.35</del> <u>37.83</u>	<del>\$42.59</del> <u>38.58</u>	<del>\$43.44</del> <u>39.35</u>	<u>\$44.31</u>

**Retroactivity** – Wage increases shall be retroactive to October 1, 2010, but only for nurses who are employed on the first day of the pay period following the Employer's receipt of notification of ratification provided that such notice is received prior to January 31, 2011.