

**AGREEMENT
BETWEEN
KAISER FOUNDATION HEALTH PLAN
OF THE NORTHWEST
AND
OREGON NURSES ASSOCIATION**

**October 1, 2005
Through September 30, 2010**

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PREAMBLE

This Agreement is entered into on October 1, 2005, between KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST (hereinafter collectively referred to as "Employer") and the OREGON NURSES ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE 1- RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for employees covered under the Labor Agreement for the purpose of collective bargaining with respect to the rates of pay, hours of employment and other conditions of employment.

ARTICLE 2- COVERAGE

This Agreement covers all registered nurses employed by Kaiser Foundation Health Plan of the Northwest at the Interstate Avenue Emergicenter/Ambulatory Surgery Center. Excluded from the scope of this Agreement are, endoscopy nurses, in-service instructors, public health nurses employed in the Home Health Agency, clinical nurse specialists, nurse anesthetists, coordinators, nurse practitioners, guards, supervisors as defined in the Act and all other employees. Also excluded are registered nurses utilized by the Employer through arrangements made with any nurse registry; registered nurses employed by the Employer who are temporarily reassigned to work that is covered under the scope of this Agreement or registered nurses primarily assigned to another of the Employer's facilities.

ARTICLE 3- ASSOCIATION SECURITY

- A. Required Membership: All present employees shall, within thirty-one (31) days of the execution of this Agreement, either become and remain members of the Association or pay regular fees equal to Association membership fees, assessments and monthly dues.

All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Association or pay regular fees equal to Association membership fees, assessments, and monthly dues.

Any employee who transfers to a position covered under this Agreement from a position in a comparable classification covered under a separate labor agreement with the Employer shall not be required to pay any assessments or initiation fees upon transfer, but shall pay Association monthly dues or fees equal to such dues.

Employees who are required to join the Association or pay regular fees and who fail to do so shall, upon notice in writing from the Association of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any employee is terminated for failure to comply with the provisions of this Article. In cases where termination of an employee would result in a critical staffing situation, the sixty (60) day period may be extended by mutual agreement between the parties. Such an extension will not be unreasonably denied by the Association.

As provided by Federal Law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled and the nurse shall make contributions to a tax-exempt, non-religious charitable organization of his/her choice.

The Employer and the Association shall equally share expenses for the printing of an adequate supply of copies of this Agreement. Copies of this Agreement shall be provided to all current employees. Copies of this Agreement shall be provided to all new employees at the time of employment. The Employer shall also give to each new employee a copy of the current Association form authorizing voluntary payroll deductions of monthly dues as well as a membership packet prepared by the Association.

- B. Payroll Deduction of Dues: The Employer shall deduct from each employee's wages the amount of Association dues or fees, as specified by the Association, of all employees covered by this Agreement who have voluntarily provided the Employer with a written agreement authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner.

Deductions for dues or fees shall be made on the first (1st) pay period of each month and shall be promptly remitted to the Association.

- C. New Employee Notices: Within ninety (90) days after the execution date of this Agreement, the Employer will provide the Association with a master list of all employees covered by the Agreement, giving names, addresses, classifications, Social Security numbers and dates of employment. Thereafter, no later than the fifteenth (15th) of each month, the Employer shall forward to the Association the names, addresses, classifications, Social Security numbers, telephone numbers, nursing units, and dates of employment of new employees and the names of employees who have resigned, terminated or been granted a leave of absence.
- D. Orientation: The Association shall be scheduled for fifteen (15) minutes during Medical Center Nursing Orientation to speak to newly hired nurses.
- E. Indemnification: The Association shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.
- F. Training For Shop Stewards: In support of commitments in the National Agreement, the parties agree to:
1. Continue the shop steward councils at four (4) hours of paid time per month.
 2. Provide for **up to** eight (8) hours of training for new shop stewards.
 3. Provide additional training as mutually-agreed and with mutually-developed curriculum.
 4. Explore opportunities to jointly train managers/supervisors and shop stewards in Partnership.
- G. Subcontracting of Union Work: Kaiser has the right to meet the immediate day-to-day operational needs by contracting for services, for example, through agency or temporary employees. However, there is a presumption against subcontracting of bargaining unit work. Issues regarding subcontracting of bargaining unit work will first be addressed by the Labor

Management Cooperation Committee through interest based problem solving. If that is unsuccessful, it will be referred to the Medical Office Leadership Team (MOLT) or other mutually agreed upon body.

ARTICLE 4- NON-DISCRIMINATION

The Employer shall not discriminate against any employee on account of membership in the Association.

The Employer and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee or applicant for employment because of such person's race, religion, color, national origin, ancestry, sex, age, marital status, physical or mental handicap or veteran status.

Both parties agree to encourage any employee who believes there has been a violation of this Section of the Agreement to utilize the internal review procedure of the Employer. If an employee chooses to utilize the internal review procedure, he/she shall not waive his/her right to use the grievance procedure and shall have the option of filing a grievance starting at STEP TWO within seven (7) calendar days of the decision resulting from the internal review procedure.

If a charge based on an alleged violation of this Section is filed with a federal, state or local governmental agency, the charge shall be handled exclusively through that agency and not through the grievance procedure of this Agreement.

ARTICLE 5- ACCESS OF ASSOCIATION REPRESENTATIVES

Staff representatives authorized by the Association shall be granted access at reasonable times to enter the Employer's facility where employees covered hereunder are employed to aid in the administration of this Agreement, to observe the conditions under which the employees are employed and to assist in processing grievances. Prior to, or upon arrival at the facility, the Association Representative shall notify the Area Human Resources Representative. During hours when the Human Resources Office is closed, the Association Representative shall notify the Nursing Department Shift Supervisor. Visits will be confined to the department or areas specified by the Association Representative and agreed to by the Employer. Access for the above purposes or for any other purposes shall not be unreasonably withheld. No interference with the work of employees or the confidentiality of patient care shall result.

Upon mutual agreement and provided space is available, the Oregon Nurses Association may conduct contract ratification votes or election of officers votes on the Employer's premises. In addition, in isolated circumstances and with the approval of the Employer, Registered Nurses may be released from duty, for a short duration, to cast a ballot in the aforementioned elections.

ARTICLE 6- BULLETIN BOARDS

A designated space for the posting of matters pertaining to legitimate union business will be provided on one of the Employer's bulletin boards located in an area frequented by employees. All

material shall be dated and signed by a designated Association representative who shall be responsible for posting material on behalf of the Association.

ARTICLE 7- DEFINITIONS

A. Employee Categories:

1. *Regular Employee:*

- a. **Definition:** A regular employee is one who is regularly scheduled to work twenty (20) or more hours per week (or a work schedule of forty (40) or more hours in a pay period.)
- b. **Benefits:** A regular employee shall accumulate and receive all employee benefits, as provided for in this Agreement, subject to eligibility requirements specified in this Agreement when he/she becomes a regular employee and for so long as he/she remains a regular employee.

2. *Twenty-Four Hour PRN*

- a. **Definition:** A twenty-four (24) hour PRN employee is one who is coded twenty-four hours per week, but may work additional hours as mutually agreed. The employee needs to be available three shifts per week. They will be prescheduled to cover any "holes" in the schedule due to vacations, etc. If they are scheduled to cover a core hole, they will be listed on the staffing sheet as regular days (for example ("A or "P") and would qualify for Maintenance of Hours if they are not needed to work.

If they are not needed to cover core holes, they will be listed on the schedule and staffing sheets as available (using "Y" for all shifts). They will be called in for ill calls, high census, and other additional staffing needs. They are required to be available on these designated days until two hours before the shift starts. If they are not called for these shifts, they are not entitled to MOH on these days.

- b. **Benefits:** A twenty-four hour PRN employee shall accumulate and receive all employee benefits, as provided for in this Agreement subject to eligibility requirements specified in this agreement.

3. *Temporary Employee*

- a. **Definition:** A temporary employee is one who is hired from outside the bargaining unit:
 - i. to work for a specific period of time not to exceed three (3) consecutive months or
 - ii. to replace a permanent employee for a period not to exceed six (6) consecutive months.
- b. **Change in Status:** If a temporary employee is to continue in a position beyond these time limits (unless a specific exception has been made in writing for an additional definite and limited time period), his/her status shall be changed to the appropriate permanent status defined in this Article and he/she shall serve whatever additional time, if any, that is necessary to complete the appropriate probationary period as defined in Article 34.0. Such employee's service date will be retroactive to the initial date of hire.

4. *On-Call Employee*

- a. **Definition:** An On-Call employee is one who is employed to work on an intermittent basis. Such employees must provide availability, and must work an average of four shifts per month, per calendar year if offered by the Staff Scheduler. Employees failing to meet these requirements may be subject to progressive disciplinary action, up to and including termination.
- b. **Benefit Review:** Hours worked by an On-Call employee will be reviewed every six (6) months of employment. If the overall pattern reflects that the employee has worked twenty (20) or more hours per week, the employee shall be eligible for benefits effective the first (1st) of the month following the review and shall remain eligible for benefits as long as he/she continued such a pattern. However, if the Manager or designee determines such a pattern is unlikely to continue, benefit eligibility may be withheld by the Employer. The Manager shall notify the employee in writing of the determination and the reasons for such determination. No benefit eligibility shall be unreasonably withheld.

5. *Short-Hour Employees*

- a. **Definition:** A Short-Hour employee is one who is regularly scheduled to work fewer than twenty (20) hours per week.
- b. **Benefit Review:** Hours worked by a Short-Hour employee will be reviewed every six (6) months of employment. If the overall pattern reflects that the employee has worked twenty (20) or more hours per week, the employee shall be eligible for benefits effective the first (1st) of the month following the review and shall remain eligible for benefits as long as he/she continues such a pattern. However, if the Manager or designee determines such a pattern is unlikely to continue, benefit eligibility may be withheld by the Employer. The Manager or designee shall notify the employee in writing of the determination and the reasons for such determination. No benefit eligibility shall be unreasonably withheld.

6. *Per Diem Employees*

- a. Per Diem employees will be paid a differential of \$4.00 per hour plus the in-lieu-benefits differential.
 - b. Such employees will have required availability that includes four shifts per month, one weekend shift per month, for a total of five shifts, and one holiday per year. The weekend and holiday requirement are for Emergicenter employees only.
 - c. Employees are not entitled to benefits except those required by law and time and one-half for working holidays.
 - d. All other articles of this agreement apply.
- B. Differential-in-lieu-of-Benefits: All temporary employees as defined above shall be ineligible for employee benefits provided under this Agreement except for premium pay of time and one-half (1-1/2) for worked holidays, shift differential pay and tenure increases.

Except as provided for in Article 14.0, all Short-Hour, Per Diem and On-Call employees as defined above shall be ineligible for employee benefits provided under this Agreement except for premium pay of time and one-half (1-1/2) for worked holidays, shift differential pay and tenure increases.

In lieu of eligibility for employee benefits as referred to above, Short-Hour, Temporary, Per Diem and On-Call employees shall receive a premium in-lieu-of-benefits. In no event will there be a duplication of the in-lieu-of-benefits premium and accumulation of or rights to employee benefits other than those specified above. Employees, who are eligible for benefits, as provided for in this Agreement, may elect to receive the in-lieu-of-benefits premium.

C. Personnel Definitions

1. *Charge Nurse*: The charge nurse assists in providing nursing support within a nursing unit for one (1) shift. This responsibility is in addition to the regular duties of a staff nurse. Representative functions include coordinating in-service classes and shift staff meetings, evaluating unit/shift problems and recommending solutions to the nursing coordinator and shift supervisor, and participating in development of standard of patient care, as well as departmental goals.

ARTICLE 8- COMPENSATION

A. Wage Scale for Registered Nurses:

	Step 1 Start	Step 2 1 Yr	Step 3 2 Yrs	Step 4 3 Yrs	Step 5 4 Yrs	Step 6 5 Yrs	Step 7 8 Yrs	Step 8 10 Yrs	Step 9 15 Yrs	Step 10 16 Yrs	Step 11 20 Yrs
a. Effective October 1, 2005: Across the board increase of 5%											
Registered Nurse	25.13	26.09	27.09	28.07	29.12	30.30	31.48	32.74	34.07	35.09	36.15
b. Effective October 1, 2006: Across the board increase of 5%											
Registered Nurse	26.39	27.40	28.45	29.48	30.58	31.82	33.06	34.39	35.77	36.85	37.96
c. Effective October 1, 2007: Across the board increase of 4%											
Registered Nurse	27.72	28.77	29.88	30.96	32.12	33.41	34.72	36.11	37.57	38.70	39.86
d. Effective October 1, 2008: Across the board increase of 4%, plus possible addition due to re-opener.											
Registered Nurse	28.83	29.92	31.08	32.20	33.40	34.75	36.11	37.56	39.07	40.25	41.46
Effective October 1, 2009: Across the board increase of 4%, plus possible addition due to re-opener.											
Registered Nurse	29.99	31.12	32.33	33.49	34.74	36.15	37.56	39.06	40.64	41.86	43.12

B. Hourly Differentials: Effective October 1, 2005

Differential	Rate Per Hour
In-Lieu-Of-Benefits (for Short-Hour, Temporary, Per Diem and On-Call RNs who are ineligible to receive benefits)	\$1.72
Standby – Regular	\$2.75
Standby – Recognized Holiday	\$6.88
Evening Shift	\$2.50
Night Shift	\$5.00
Charge Nurse Differential:	\$1.65
RN First Assistant	10% above appropriate rate
Per Diem	\$4.00, plus in-lieu-of-benefits differential
Preceptor	\$0.90
Extra-Shift Incentive: Weekend & Night Shifts above current coding	\$20.00
Short-Notice Incentive	\$20.00 with less than 24 hrs but more than 6 hrs notice. Double-time when 6 hrs or less notice.

C. Credit for Previous Experience

1. *Tenure Credit:* Newly employed Registered Nurses shall receive credit for prior Registered Nurse experience in accordance with the provisions of this Article. One (1) year credit shall be granted for every one (1) year of previous acceptable experience in a position in which the nurse was employed on a regular basis of at least twenty (20) hours per week. Credit for prior acceptable employment of less than twenty (20) hours per week shall be pro-rated on the basis of one (1) year's credit for every three (3) years experience. A written statement of

prior experience shall be provided by the nurse to the Employer. The Employer may at its discretion seek verification of the claim. Credit for experience shall commence on the date the written statement is provided by the nurse.

2. *Acceptable Credit*: Newly employed Registered Nurses shall receive tenure credit for previous experience pursuant to Paragraph 1 above, provided that such experience has been obtained in a hospital or any other facility which has Joint Commission or Medicare accreditation. Credit for previous experience shall also be given for employment in military or civilian hospitals operated by the Federal Government.
3. *Related Experience*: Tenure credit for previous employment which does not fully conform to the above definition of previous experience shall apply if such experience has been bona fide Registered Nurse work and the professional experience relates to the position to be filled.
4. *Limits*: Credits for prior experience shall be granted only if the nurse has had documented RN experience within the five (5) years immediately prior to employment.

D. Tenure Increases:

1. *Regular Nurses*: Upon completion of each twelve (12) months of continuous employment in each classification covered under this Agreement, each Regular Nurse shall receive the appropriate tenure increase in accordance with the established wage schedule; see Article 8.0, Section A.
2. *Twenty-Four Hour PRN, Short-Hour, Per Diem and On-Call Nurses*: 24 hour PRN, Short-Hour, Per Diem and On-Call Nurses shall be eligible for progression to the next tenure step upon each nurse's annual anniversary date provided that he/she has accumulated at least one thousand (1,000) hours of work. In the case where a nurse has not worked at least one thousand (1,000) hours during any anniversary year, progression to the next tenure step shall occur upon accumulation of one thousand (1,000) hours and a new tenure eligibility rate shall be established. No nurse shall advance more than one (1) tenure step during any anniversary year.
3. *Effective Dates*: Step increases will be effective on the first day of the pay period closest to the employee's step increase, or closest to the date when the employee will achieve eligibility to advance to the next step. This does not change the employee's step increase (anniversary) date.

E. Standby Pay: The following shall apply to Registered Nurses who are scheduled for standby duty off the Employer's premises.

1. Employees on standby duty on days other than a recognized holiday shall be compensated at the rate of \$2.75 per hour. Pay for standby duty on a recognized holiday shall be \$6.88 per hour.
2. Employees on standby duty who are called in to work on other than a recognized holiday shall be paid for the time worked at one and one-half (1-1/2) times their basic straight-time hourly rate. Employees on standby status who are called in to work on a recognized holiday shall be paid for the time worked at two and one-half (2-1/2) times their basic straight-time hourly rate.
3. Employees on standby duty shall be guaranteed a minimum of three (3) hours work or pay for each time such employee is required to report to work. There will be no deduction of the standby pay for hours called back. When a nurse has been called back to work during the eight (8) hour period immediately preceding a scheduled shift, he/she may take the following scheduled shift off without pay except when such absence would cause a serious staffing problem.

- F. Shift Differential: Evening shift shall be defined as a shift of four or more hours where a majority of the hours worked are after 3:00 p.m. and before 11:00 p.m. Employees so working shall be paid a differential of \$1.10 per hour for the entire shift.

Night shift shall be defined as a shift of four or more hours where a majority of the hours worked are after 11:00 p.m. and prior to 6:00 a.m. Employees so working shall be paid a differential of \$2.10 per hour for the entire shift.

Applicable shift differential pay shall be included in vacation, sick leave, funeral leave, holiday pay and overtime hours worked.

- G. Preceptor Differential: The Employer will pay Registered Nurses a “Preceptor Differential” of \$0.90 per hour to a RN that is involved with:

- Assessing RN skills;
- One-on-one training; and/or
- Documenting RN deficiencies.

To any new hire employee or transfer that requires one-on-one assistance/evaluation during the orientation period (to be specified by Management). Periodic written reports shall be supplied to the Manager.

- H. Team Pay: Nurses will participate in the Employer’s program as described in the national agreement.

ARTICLE 9- HOURS OF EMPLOYMENT AND OVERTIME

- A. Workweek and Workday: The workweek is defined as a seven (7) day period beginning at 12:01 a.m. Sunday or the shift changing hour nearest that time and ending one hundred sixty-eight (168) hours later. The workday is defined as the twenty-four (24) hour period beginning at the time the employee commences work.

- B. Straight Time:

1. The normal straight time week's work shall be forty (40) hours, five (5) days. A normal straight time day's work will consist of eight (8) hours, excluding meal period.
2. An alternate to the normal workweek shall be forty (40) hours, consisting of four (4) ten (10) hour days, excluding meal period.
3. An alternate to the normal workweek shall be thirty-six (36) hours, consisting of three (3) twelve (12) hour days, excluding meal period.
4. If in the interest of efficient operations it becomes necessary to change or establish scheduling patterns departing from workdays and workweeks as provided for in this Article, either party may confer with the other in an attempt to arrange mutually satisfactory schedules; however, it is understood that the final right to establish schedules rests exclusively with the Employer.

C. Overtime

1. *Eight (8) Hour Days:* All time worked in excess of eight (8) hours per workday (within twenty four (24) hours) or forty (40) hours per workweek shall be paid at the rate of time and one-half (1-1/2) the employee's rate of pay, including shift differential, if applicable, except on occasions when the start time of an employee has been temporarily changed on the posted schedule by two hours or less.

All time worked on the sixth (6th) consecutive day of work shall be paid at the rate of time and one-half (1-1/2) and all time worked on the seventh (7th) consecutive day of work shall be paid at the rate of double (2) time.

2. *Ten (10) Hour Days:* All time worked in excess of ten (10) hours per workday or forty (40) hours per workweek shall be paid at the rate of time and one-half (1-1/2) the employee's rate of pay, including shift differential, if applicable, except on occasions when the start time of an employee has been temporarily changed on the posted schedule by two hours or less.

All time worked on the fifth (5th) and sixth (6th) consecutive days of work shall be paid for at the rate of time and one-half (1-1/2). All time worked on the seventh (7th) consecutive day of work shall be paid for at the rate of double (2) time.

3. *Twelve (12) Hour Days:* All time worked in excess of twelve (12) hours per workday or forty (40) hours per workweek shall be paid at the rate of time and one-half (1-1/2) the employee's rate of pay, including shift differential, if applicable.

All time worked on the fifth (5th) and sixth (6th) consecutive day of work shall be paid for at the rate of time and one-half (1-1/2). All time worked on the seventh (7th) consecutive day of work shall be paid at the rate of double (2) time.

4. *Double-Time for Overtime:* Any overtime requested by the Manager or Supervisor prior to the start of or at the end of the shift will be paid at double-time for any time worked above the scheduled shift length. The scheduled shift will be paid at the appropriate rate.
5. *Mixed Schedules:* For employees on mixed schedules (eight-hour, ten-hour, and/or twelve-hour days, which may include variable start times), all time worked in excess of the prescheduled workday, or forty (40) hours per week, shall be paid at the rate of time and one half (1.5X) the employee's rate of pay, including shift differential, if applicable. For evaluating hours for overtime under the twenty-four (24) hour clock rule only, such employee's schedule shall be evaluated with the understanding that overtime is paid above the highest number of hours in that schedule (ten or twelve hours).
6. *Consecutive Day Worked:*

- a. For the purposes of this provision, the following will count as time worked in calculating consecutive days of work:

- i. All productive time worked.
- ii. Mandatory education meetings (mandatory is defined as having no option of date or time to attend regardless of length of meeting).
- iii. Vacation taken.
- iv. Nursing unit retreats.

b. The following will not be counted as time worked in calculating consecutive days of work:

- i. Holidays taken.
- ii. Ill time taken.
- iii. Education days.
- iv. Float holidays taken.
- v. Standby hours worked.
- vi. Call back hours worked.
- vii. Bereavement leave.

7. *No Duplication*: There shall be no duplication of overtime payments for the same hours worked under any of the provisions of this Agreement, and to the extent that hours are compensated for at overtime rates under one (1) provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, provided however, that if more than one (1) provision is applicable, the higher rate shall apply.
8. *Distribution of Overtime*: The Employer shall use its best efforts to distribute overtime among nurses on each unit and on each shift on an equitable basis.
9. *Waiver*: Overtime pay provided for in this Article shall be waived if the Employer and the employee have agreed upon a change of schedule to accommodate the employee. In all cases, however, overtime shall be paid for hours worked in excess of forty (40) per workweek.
10. *Authorization of Overtime*: A Registered Nurse should seek authorization when he/she expects to work more than one-half hour of overtime.

A Registered Nurse who works in the Emergicenter will seek authorization from his/her manager or ambulatory care supervisor if available. If these individuals are unavailable, then the Registered Nurse will seek authorization from the charge nurse. A Registered Nurse who works in the Surgicenter will seek authorization from the charge nurse.

When no one authorized to approve overtime is available on the day overtime is worked, then the nurse shall record the overtime and the justification for such overtime on a record made available by the Employer, and shall submit it to the supervisor at the earliest opportunity. Patterns of overtime worked without prior approval shall be subject to review.

- D. Breaks and Meal Periods: Employees are entitled to take breaks daily which insofar as practicable shall be in the middle of each work period. No wage deduction shall be made for such breaks.

Breaks for employees working an eight (8) hour shift shall be computed on the basis of fifteen (15) minutes during each half of their work shift. Breaks for employees working a ten (10) hour shift shall be computed on the basis of twenty (20) minutes during each half of their work shift. Breaks for employees working a twelve (12) hour shift shall be computed on the basis of fifteen (15) minutes three (3) times during each shift. Employees are required to remain in the facility during breaks. Two (2) breaks may be combined in the event that workload or scheduling conflicts prevent an employee from taking his/her break as provided for above. Arrangements to combine breaks shall be made by mutual consent between the employee and his/her supervisor and shall be consistent with staffing needs. This language shall not serve to reduce a more liberal practice now in existence.

Employees scheduled to work more than five (5) hours per day shall be entitled to a thirty (30) minute meal period at, as near as practical, the middle of the workday. Except as provided below, meal periods shall be on an unpaid basis.

In the event an employee is called back to work during a scheduled meal period, the scheduled meal period, not to exceed thirty (30) minutes, shall count as hours worked and the meal period shall be rescheduled within two (2) hours.

- E. Staffing: The Employer agrees to create and post full-time positions subject to efficient operations and recruitment conditions. The Employer agrees to work with the staff and the Association to develop alternative schedules and flexible systems in keeping with operational needs pursuant to the national agreement.
- F. Reporting Pay: Employees who are requested to report for work, or who are scheduled to work and are permitted to come to work without receiving prior notice that no work is available shall be paid at their regular rate for one-half (1/2) the number of hours they would otherwise have been scheduled to work, with a minimum guarantee of four (4) hours pay. Such employees may be assigned to any work for which they are qualified. Hours paid but not worked in accordance with the provisions of this Article shall not count toward overtime eligibility.

Regularly scheduled employees called to work on what would otherwise have been a regularly scheduled day off, who do not receive at least one (1) hour notice before the start of the required shift, shall be paid for the hours of work actually performed plus one (1) hour at the straight time rate, but no more than the scheduled shift.

The provisions of Section "F" shall not apply if a failure of utilities or an act of God interferes with the work being provided or if the Employer makes a reasonable effort to notify the employee not to report for work at least two (2) hours prior to the evening and night shifts or one and one-half (1-1/2) hours prior to the day shift. It shall be the responsibility of employees to notify the Employer of their current address and telephone number. Failure to do so shall excuse the Employer from the requirements of this Article.

- G. Short Notice Incentive: Nurses, who work a shift with less than twenty-four (24) hours notice, but more than six (6) hours notice, will be paid \$20.00 per hour premium for all hours worked, plus any applicable differential(s).

Nurses who work a shift with six (6) hours or less notice will be paid double-time plus any applicable differential(s).

Nurses are only entitled to these above incentives if they have not taken any sick leave in the pay period.

These premiums will be reviewed by the Joint Staffing Committee in April 2006 and every six months thereafter to determine their effectiveness, and evaluate methods of equitable distribution of short notice incentive shifts.

- H. Double-Time for Overtime: Any overtime requested by the supervisor prior to the start or at the end of the shift will be paid at double-time for any time worked above the scheduled shift length. The scheduled shift will be paid at the appropriate rate. Intent is for last-minute requests for OT, not scheduled OT.

ARTICLE 10- SCHEDULING AND STAFFING

- A. Posting of Schedules: Four (4) week schedules shall be posted at least two (2) weeks in advance of the scheduling period. The Employer retains the right to adjust work schedules in accordance with operational requirements. Changes in the posted schedule shall be mutually agreed upon between the Employer and the nurse.
- B. Time Off Requests:
1. *General*: Schedule request sheets will be available to staff 12 months in advance (13 scheduling periods) of each scheduling period, for the purpose of requesting time off or indicating availability for additional shifts.
 2. *Days off without Pay*: Nurses coded 32 hours or more per week may pre-schedule up to two days off per year without pay. These days may be requested through the schedule request sheets, following the guidelines for vacation requests (See Article 12), or as a result of a trade with another RN. Registered nurses will be expected to utilize paid non-productive hours for the hours surrendered except: 1) for up to two days per year for nurses coded 32 hours or more per week or 2) when there are reasonable grounds for not doing so; i.e., when urgent personal and/or economic considerations justify such action.
- C. Weekend Scheduling:
1. A weekend shall be defined as Saturday and Sunday with each weekend day starting with the shift change nearest 12:01 a.m.
 2. The Employer shall grant each Regular and 24 hour PRN nurse every other weekend off. This provision shall be waived on the written request of the individual nurse.
 3. Nurses may not schedule vacation time in patterns to avoid weekend rotations, however, vacations may include regularly scheduled work weekends without the need to pay back the weekend.
- D. Replacement Staffing
1. *General*: Replacement staffing may be accomplished through the use of full-time, part-time, short-hour employees, on-call, Per Diem or other means and by trades and substitutions.
 2. *Objectives*: The objectives of the Replacement Staffing are:
 - a. To respond to baseline staffing needs as defined by authorized positions on a given unit.
 - b. To maintain the integrity of regularly assigned staff on nursing units for the purpose of providing continuity of care.
 - c. To reduce usage of temporary agency personnel.
 - d. To provide an ongoing retention and recruitment tool that provides flexibility of scheduling.
 3. *Guidelines*: Orientation guidelines for replacement staff are as follows:

- a. Each new unit on-call employee shall be provided with a specific, detailed orientation to a specific unit which will be completed by the orientee before working on any unit.
 - b. At no time in any period of orientation shall a nurse in orientation be counted in the staffing complement of any unit.
 - c. Orientation to additional clinical areas or specialty areas at the nurse's request shall be evaluated on need and on an individual basis. No reasonable request shall be denied.
4. Pre-Scheduling: Any RN may indicate additional schedule availability for time off replacement on the Schedule Request form for his/her unit. Those RNs indicating availability may be prescheduled for specific dates at the same time approvals are granted for time off. This pre-scheduling will be communicated to the RN in writing, and will appear on the posted schedule for the time period. Additionally, staff may be recruited by Nursing Coordinators to replace for LOA, vacation, or specific shifts and be included on unit work schedule.
- E. Floating to Another Department or Facility: Nurses can work in another department or facility (PACU to OR; OR to SPU; OR to EC; EC to CDU; Interstate to Mother Joseph) on a voluntary basis after being trained in that department or facility. Nurses who want to work in another department or facility will go through that department or facility's regular training and/or orientation. Nurses will work a minimum number of shifts as agreed to by the nurse and manager to maintain competency in that department or facility. For purposes of this section, department or facility means the area where the majority of the nurse's hours are scheduled.
- F. Trades and Substitutions: Employees will be required to work their coded hours. However, in order to meet personal needs, scheduled employees may:
 1. Trades: Trade scheduled hours with other scheduled nurses subject to the procedural approval of the manager, provided a true trade in hours occurs and provided that each of the nurses involved is qualified to perform the work.
 2. Substitutions: Arrange with a nurse to pick up scheduled hours, provided that the assumption of such additional hours by the substituting nurse does not result in premium pay for that nurse. No such arrangement may be made for any monthly schedule prior to the posting of that schedule. Such arrangements are subject to the approval of the manager who shall not unreasonably withhold agreement.
- G. Wish List: The wish list is comprised of a list of available shifts due to unfilled authorized positions, vacations, leaves of absence, and other time off requests.
 1. On-call/Per Diem employees may sign up for available shifts prior to the Wish List coming out to fulfill their schedule obligations.
 2. The Wish List shall be posted two and one-half (2 ½) weeks before the schedule is posted.
 3. All staff may sign up for vacant shifts as desired.
 4. Ten (10) days before the schedule is posted the Employer will have the opportunity to contact outside agencies to fill vacancies. Bargaining unit nurses may bump agency nurses up to 48 hours before the start of the shift.
 5. Nurses signing up for the same shift on the Wish List will be granted shifts based on seniority first and second equity of premium and overtime shifts per pay period.

6. Nurses signing up for shifts that involve overtime for the workday or workweek must specify that, and may be bumped if non-overtime people are available.
7. Staff signing up on the wish list commit themselves to working that shift.

- H. Use of Registry Personnel: The Employer is committed to staff its facility by recruiting and hiring Registered Nurses for authorized positions. Registry Nurses will be utilized only when the Employer is unable to meet patient care needs by providing adequate qualified staff through its own resources. Prior to using Registry personnel, the Employer will attempt to obtain qualified staff from among its Regular, 24-Hour PRN, Short-Hour, On-Call, Per Diem and Temporary employees.
- I. Maintenance of Hours (Protected Hours): RNs, who have been identified through the seniority provisions to be canceled from a coded shift, will be permitted to report to work for at least one-half (1/2) the shift. The RN may be reassigned for this half (1/2) shift to maintenance or professional duties.

RNs on maintenance of hours may perform patient care duties if requested by a supervisor.

Maintenance of Hours is granted when a nurse would otherwise be canceled from an entire shift, not just half (1/2) of a shift. If the nurse is to be canceled because there is not enough work, the nurse shall be called at home, informed that by seniority she/he is canceled, and then offered Maintenance of Hours. Normally, Maintenance of Hours shall apply to the first half (1/2) of the canceled shift, but the Hospital may request the nurse to apply Maintenance of Hours to the second one-half (1/2) of the canceled shift. If the nurse is requested to do Maintenance of Hours for the last half of the shift, but cannot, the nurse shall have Maintenance of Hours for the first half (1/2) of the shift. If the nurse declines Maintenance of Hours on both the first and last half (1/2) of the shift, the Employer is not obligated to pay Maintenance of Hours. RNs on maintenance of hours will not be required to stay a full shift, if patient care needs change they may be requested to stay the full shift, but it is the nurse's option at that time.

It is the right of management to cancel a whole shift, or the last part of a shift, but not the first half (1/2) or the first few hours of a shift.

(Intent language) This is sometimes an issue where shifts overlap (i.e. eight (8) and twelve (12) hour shifts). Example: if a nurse is needed in Unit X for the last eight (8) hours of a twelve (12) hour shift, the Hospital may: 1) cancel the entire shift, offering Maintenance of Hours, (if appropriate) and find a replacement for the eight (8) hours or; 2) keep the nurse for the entire shift.

ARTICLE 11- SICK LEAVE & PERSONAL DAYS

- A. Accumulation: Regular full-time employees shall accumulate paid sick leave at the rate of eight (8) hours per month for each calendar month of employment. Regular part-time employees shall accumulate paid sick leave at the rate of eight (8) hours for each one hundred seventy-three (173) compensable hours, provided however that no more than eighty (80) compensable hours per pay period shall be used as a basis for accumulation. Twelve hour shift employees coded 36 hours per week (72 hours per pay period) will accrue as if working 40

hours per week. Sick Leave days will be taken for the number of hours scheduled for the shift (i.e., 8 hours for an 8 hour shift, 10 hours for a 10 hour shift, 12 hours for a 12 hour shift, etc.).

- B. Eligibility: Paid sick leave begins to accumulate during the first calendar month of employment, but may not be applied to any illness that occurs during the first six (6) months of employment.
- C. Pay For Sick Leave: Sick leave shall be payable only if authorized as paid sick leave by the employee's supervisor. The Employer may require certification of illness by a physician as a condition of eligibility for paid sick leave.

Pay for sick leave shall be at the straight-time rate plus shift differential, if applicable. Paid sick leave shall count as hours worked in determining eligibility for weekly overtime. The Employer may also condition eligibility for paid sick leave upon notification of impending absence before the start of scheduled shifts as follows:

1. Day Shift: two (2) hours prior.
2. Evening Shift: three (3) hours prior.
3. Night Shift: four (4) hours prior.
4. Twelve (12) Hour Night Shift: three (3) hours prior.

Paid sick leave shall not be denied if the employee fails to meet the notification deadlines due to unexpected or emergent circumstances.

- D. Integration With Workers' Compensation: When applicable, Employer-paid sick leave will be integrated with Workers' Compensation payments to the extent necessary to permit an employee to maintain his/her regular straight-time earnings during the period of disability. The foregoing will be applicable to the extent that an employee has accrued but unused sick leave.
- E. Medical/Dental Appointments: For employees with accrued sick leave, a maximum of four (4) hours sick leave pay will be granted for time off the job due to medical or dental appointments of the employee. Except in case of emergency appointments, at least seven (7) days prior notice must be given to the supervisor. Whenever possible, employees will be expected to schedule their medical or dental appointments at the beginning or end of their workday.
- F. Care of Ill Dependents: Accrued sick leave shall be payable for absences of employees due to the medical disability of a dependent minor child. A dependent minor child is defined as any child under the age of eighteen (18) who is:
 - 1. the natural offspring of the employee;
 - 2. the adopted child of the employee;
 - 3. the natural or adopted child of the employee's spouse; or
 - 4. under the employee's legal guardianship, legal custody, or foster care.
- G. Personal Days: ONA agrees to convert two of its 12 sick days to personal days. Requests for a single Personal Day off, or for hours within a single shift, shall be granted upon receipt of at least two (2) weeks' notice. Denials of requests will be tracked to assure that time off is being granted. Last minute notice is acceptable for personal emergencies. Personal time can be taken in increments of two hours.

ARTICLE 12- VACATIONS

- A. Accumulation: Employees who have been continuously in service with the Employer for a period of one (1) year in a regular employee status shall annually be entitled to two (2) weeks vacation with pay. After the completion of six (6) months employment in a regular employee status an employee shall be entitled to prorated vacation credits which may be accrued. Twelve-hour shift employees coded 36 hours per week (72 hours per pay period) will accrue as if working 40 hours per week.

Employees who have been continuously in service with the Employer for a period of five (5) years as a regular employee shall annually be entitled to three (3) weeks vacation with pay. Employees who have been continuously in service with the Employer for a period of ten (10) years as a regular employee shall annually be entitled to four (4) weeks vacation with pay.

Regular employees scheduled to work less than forty (40) hours per week shall receive prorated vacation entitlement as follows: less than five (5) years continuous service - 3.85 hours per one hundred (100) compensable hours; five (5) or more years continuous service - 5.77 hours per one hundred (100) compensable hours; ten (10) or more years continuous service - 7.69 hours per one hundred (100) compensable hours. In no case, however, shall a regular employee scheduled to work less than forty (40) hours per week accumulate vacation in excess of that to which a full-time employee is entitled.

- B. Accrual: Employees are expected to take vacation during the year it is earned. In the event an employee is not able to take vacation during the year of entitlement, vacation accumulation will be allowed to a maximum of two (2) years vacation eligibility. Monthly vacation accrual will cease at such time as accumulated vacation equals two (2) years of eligibility. However, if an employee has requested vacation in a timely manner and the Employer is unable to schedule it, vacation accrual will not cease.

Schedule request sheets will be available to staff twelve (12) months in advance (thirteen (13) scheduling periods). Vacation shall be scheduled within each nursing unit as follows:

1. *Seniority Applied*: If seniority is to be used in the scheduling of vacation, request for time off must have been made at least three and one-half (3½) months in advance of the schedule.

If a nurse(s) is denied vacation because more nurses request the same vacation time off than can be accommodated, that nurse(s) must notify their manager of their intention to apply their unit credit seniority within two (2) weeks of receiving their denial. A nurse who successfully uses the "seniority to be applied" may do so one (1) time every three (3) years regardless of whether the vacation time is taken. "Seniority to be applied" will be applied against the least senior nurse.

Vacation requests will be responded to within two (2) weeks of application and will be granted in a manner consistent with the staffing needs. No request shall be unreasonably denied.

2. *Seniority Not Applied*: Requests for vacation time off when seniority is not applied shall be granted, without regard to seniority, in order of receipt on a first come, first served basis. Requests will be responded to within two (2) weeks of application and will be granted in a manner consistent with staffing needs. No request shall be unreasonably denied.

Part-time and unit On-Call or Per Diem employees may be pre-assigned to cover vacation request which are granted. Pre-assignment of the nurse shall occur only with the agreement of the nurse.

- C. Holiday During Vacation: If a paid holiday occurs during an employee's vacation period, he/she shall, by mutual agreement with the supervisor receive holiday pay.
- D. Work and Vacation In Same Workweek: In cases where there is a combination of work and vacation on a pre-scheduled basis, vacation hours paid shall count as hours worked in determining eligibility for weekly overtime.
- E. Illness During Vacation: An employee who is hospitalized or incapacitated for more than seven (7) consecutive days during a paid vacation may elect to substitute accrued sick leave for such time off and may reschedule that vacation time. Certification by the attending physician is required by the Employer.
- F. Termination: After completion of six (6) months continuous service, employees who terminate will be paid their accrued vacation.

ARTICLE 13- HOLIDAYS

- A. Recognized Holidays: The following days shall be observed as holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The observance of New Year's Day and Christmas Day will begin on the evening shift on the day before the actual holiday for all nursing units except the ASC. The ASC unit will observe these two (2) holidays on the actual holiday.

- B. Pay for Recognized Holidays: There shall be no deduction in pay for the observance of the foregoing holidays for employees who have been on regular employee status for at least thirty (30) consecutive calendar days prior to the holiday. Such employees working on one (1) of the foregoing holidays shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay in addition to their regular rate of pay for the holiday. Pay for holidays not worked shall be on the following basis:
 1. If the holiday falls on a normally scheduled workday and the employee is scheduled off because of the holiday, the pay for such holiday not worked shall be for the number of hours at the straight-time rate that the employee would have received had he/she worked.

2. If the holiday falls on a day normally scheduled off, the employee shall, at the option of the Employer, receive a paid day off within two (2) weeks before or after the actual holiday or additional pay equal to employee's BAH or coded hours whichever is greater.

- C. Float Holiday: All Registered Nurses who have been employed in a regular status for at least one (1) year shall be eligible for three (3) float holidays per year. The first three days an employee schedules off in the calendar year will be counted as float holidays providing the employee does not otherwise object in writing in which case the regular provisions shall apply.

Requests for scheduling float holidays shall follow the same guidelines as for vacation requests. Float holidays must be used within the same calendar year in which they are accrued. If an employee requests a float holiday and that request is denied due to staffing requirements, the employee may request and be granted payment for the requested but unused holiday.

- D. General: Short-hour, temporary, Per Diem and on-call employees who have been on the payroll for at least thirty (30) consecutive days prior to a holiday shall receive no pay for holidays not worked but shall receive one and one-half (1-1/2) times their regular rate of pay for all work performed on the holidays referred to in Section A.

- E. Days off Without Pay (see Article 10—Scheduling and Staffing, §B.4)

ARTICLE 14- HEALTH AND WELFARE

- F. Benefits: Determination of benefit levels shall be based on either coded hours or benefit average hours, whichever is greater. RNs shall not suffer a reduction in Benefit Average Hours due to a reduction of coded hours requested by the Employer, for example due to low census.

1. Health Plan: Employer-paid Kaiser Foundation Health Plan including prescription drug and vision care benefits will be provided to employees and their eligible dependents beginning the first (1st) day of the month following the effective date of employment as a regular employee. An eligible dependent will be defined as a spouse or domestic partner (as stated in an Affidavit of Domestic Partnership), an unmarried child of an employee, spouse or domestic partner under the age of 25 who is chiefly dependent upon the employee, spouse or domestic partner for support; or an unmarried child of the employee, spouse or domestic partner who is chiefly dependent for support and maintenance because the child is incapable of self-sustaining employment by reason of developmental disability or physical handicap which occurred prior to his/her reaching age 25.
2. Dental Plan: Employer-paid Kaiser Foundation Dental Plan benefits will be provided to employees and their eligible dependents beginning the first day of the month following three (3) months continuous service as a regular employee.
3. Group Life Insurance:
 - a. The Employer will provide each employee in active benefit status on his/her coverage effective date with, at no cost to the employee, life insurance according to the following formula:
 - i. Take the hourly wage rate times the greater of scheduled weekly hours or benefit average hours (not to exceed forty (40) times 4.33). Round to nearest cent.

- ii. Multiply the above result times 0.002. Round to the nearest cent.
 - iii. Divide the latest result by the appropriate rate charged the Employer by the Employer's insurance carrier.
 - iv. Multiply by \$1,000. Round to nearest cent.
- b. The minimum amount of Employer-paid coverage will be \$10,000. The maximum amount of Employer-paid Life Insurance coverage will be \$50,000.
 - c. In addition, a total and permanent disability benefit of \$10,000 (distributed in equal payments over sixty (60) months will be made available to an employee who qualifies for total and permanent disability. Any benefits received under this provision will reduce the ultimate death benefit paid under the plan.
 - d. Coverage shall become effective on the ninety-first (91st) day of continuous employment in an active benefit status and thereafter, eligibility shall be based on remaining in an active benefit status. If an employee leaves active benefit status after coverage has become effective, and returns to active benefit status at a later date, the ninety (90) day waiting period will be waived and coverage will become effective in the first (1st) day that the employee is considered in active benefit status, otherwise, the ninety (90) day waiting will be required again.
4. *Additional Life Insurance Programs:*
- a. The Employer will make available a voluntary and contributory (employee paid through payroll deduction) employee age-rated life insurance program employees will have open enrollment during the thirty (30) day period following their Employer provided coverage effective date, with age-rated life insurance coverage effective the first of the month following enrollment. The maximum total of Employer-paid and employee-paid coverage will be limited to \$750,000.00. To be eligible for voluntary and contributory coverage, the employee must have Employer provided life insurance in effect.
 - b. The Employer will make available a voluntary and contributory (employee paid through payroll deduction) Dependent Life Insurance Program. Employees will have open enrollment during the thirty (30) day period following their Employer provided coverage effective date, with dependent life insurance coverage effective the first of the month following enrollment.
5. *Disability Insurance:* Employees shall receive Employer-paid disability insurance coverage for illness or injury not connected with the job effective the first day of the month following completion of one (1) year of continuous employment with Benefit Average Hours (BAH) of twenty (20) or more per week.

The disability insurance benefits provide income protection amounting to 50% of the employee's regular straight-time earnings up to a maximum of \$210.00 per week for 26 weeks, commencing on the 8th day of disability or upon expiration of Employer-paid sick leave, if later.

- 6. *Workers Compensation Deduction:* Seventeen cents (\$.17) per day worked effective when the majority of unrepresented employees have this deduction.
- 7. *Health Examinations:* All health examinations required by the Employer shall be provided without charge to the Nurse.
- 8. *Eligibility:* Each six (6) months, the hours compensated for each employee will be reviewed and a weekly average will be established. These weekly average hours are referred to as the

Benefit Average Hours (BAH). Benefit eligibility is based upon coded hours or Benefit Average Hours, whichever is greater. Open enrollment for Employer-provided medical and dental plan benefits will be as follows:

- a. January of each year shall constitute the open enrollment period with coverage effective February 1.
- b. Eligible employees who lose coverage because of the death, divorce, or termination of employment of a spouse may enroll in medical and dental plan benefits without waiting for the open enrollment period.
- c. Employees who do not have coverage may enroll in medical and dental plan benefits each time they become eligible for benefits through BAH or coded hours.
- d. Employees who become and remain eligible for medical and dental plan benefits but reject coverage must wait for the open enrollment to obtain it.

Employees will be assessed twenty-four (24) pay periods per year on a pre-tax basis for Health and Welfare as follows. There will be no deduction in the third pay period in months with three (3) paychecks issued.

Health Plan & Dental Plan	20 – 25.99 BAH	\$23.45
	26 – 31.99 BAH	\$13.47
	32 & above BAH	\$6.83
Group Disability	20 – 25.99 BAH	\$1.22
	26 – 31.99 BAH	\$0.00
	32 & above BAH	-----

During each semi-annual benefit review, the Employer shall compare the benefit level for each Registered Nurse with her/his actual hours compensated.

In the event a Registered Nurse's Benefit Average Hours (BAH) would have qualified him/her for a higher benefit level, the benefit level of the Registered Nurse will be adjusted to the higher level.

In the event a Registered Nurse's BAH would have qualified him/her for one of the benefit levels and she/he had received the in-lieu-of-benefits differential, the Registered Nurse will begin receiving benefits at the indicated level. However, the Registered Nurse will not be reimbursed for benefits for the previous review period.

In the event a Registered Nurse's BAH would have qualified him/her for a lower benefit level or in-lieu-of-benefits differential, the Registered Nurse will be reduced to the lower benefit level or in-lieu-of-benefits differential; but, she/he will not be required to reimburse the Employer for the difference. However, the benefit level of the Registered Nurse will not be reduced below the level indicated by her/his coded hours.

9. *Section 125*: Employer will maintain a Section 125 pre-tax spending account plan for nurses meeting eligibility requirements.

ARTICLE 15- BEREAVEMENT LEAVE

Effective the first day of the month following eligibility, all health and welfare benefit-eligible employees are eligible for bereavement leave, unless the bereavement leave has been waived by participation in an Alternative Compensation Program.

Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their:

- Spouse/Domestic Partner
- Parent/Step Parent/Parent In-Law/Step Parent In-Law/In loco Parentis Child/Step Child/Legal Ward/Foster Child/Adopted Child
- Daughter/Step Daughter/Daughter In-Law/Step Daughter In-Law
- Son/Step Son/Son In-Law/Step Son In-Law
- Sister/Step Sister/Sister In-Law/Step Sister In-Law
- Brother/Step Brother/Brother In-Law/Step Brother In-Law
- Grandparent/Step Grandparent
- Grandchildren/Step Grandchildren
- Relative living in same household

Employees will be granted an additional two (2) days of paid time when traveling 300 miles or more to attend funeral or memorial services. Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

ARTICLE 16- JURY SERVICE AND WITNESS OBLIGATION

- A. Jury Duty: Employees shall receive paid leave for jury duty for duration of such service. There will be no offset to employees' pay or collection of jury duty pay provided by the courts.
- B. Scheduling: For scheduling purposes, a nurse on jury duty shall be considered a Monday through Friday day shift nurse. The nurse shall be scheduled for his/her normal number of coded hours and shift length on day shift. Upon notification by the Court, the nurse will provide his/her manager with a copy of the subpoena or legal notice.
- C. Proof of Service: The employee must furnish the Employer with a written statement from the appropriate public official showing the dates and time served.
- D. When Excused: On any day of jury service during which an employee is excused entirely, or in sufficient time to permit him/her return to work for a minimum of one-half (1/2) his/her regularly scheduled shift, he/she shall be required to notify his/her manager or Ambulatory Care Supervisory and come to work if requested.
- E. Jury Service and Overtime: In cases where there is a combination of work and jury service, hours paid for jury service shall not count as hours worked in determining eligibility for overtime.
- F. Witness: In cases where a nurse is required to testify in a court case directly related to the nurse's employment at Kaiser Permanente, the nurse shall be excused from work without loss of pay.

ARTICLE 17- PENSION BENEFITS

Employees will be provided retirement benefits through the Kaiser Permanente Northwest Pension Plan (KPNPP), a defined benefit plan and a defined contribution plan, as follows:

A. Defined Benefit Plan:

1. Each Nurse will accrue both Credited Service (used to determine the amount of benefit) and Service (used to determine eligibility for vesting and early retirement) under the KPNPP. The KPNPP shall provide a monthly income commencing at age 65 of 1.45% of final average monthly compensation over the sixty (60) highest consecutive months out of the last one-hundred and twenty (120) months of employment. For Participants as of November 1, 2003 who had either elected or received only a defined contribution plan as of that time, Credited Service will be modified based on the following:
 - a. Up to three (3) additional years of credited service will be credited over the next three years (2006, 2007, 2008) for eligible participants who are under 60 years of age or have less than 20 years of vesting service, or both, as of January 1, 2006 as follows: All employees with 20 or more scheduled hours per week earn double credited service (based on actual hours) in 2006, 2007, and 2008.
 - b. Three (3) years of credited service will be credited immediately for eligible participants who are both age 60 or older, and have 20 years or more of vesting service as of January 1, 2006.
 - c. Eligible participants are employees who were employed as of November 1, 2003 and still employed October 1, 2005 and were not in the defined benefit plan immediately before November 1, 2003.

- B. Defined Benefit Plan: The employer will also contribute to the defined contribution plan for each compensated hour 1.50% of Base Wage Rate.

ARTICLE 18- RETIREE HEALTH/DENTAL BENEFITS

- A. Each employee hired on or before December 31, 1984, who is eligible for Employer-paid health care benefits as an active employee at the time of retirement and who is:

1. Age 65 or older on his/her last day of employment, or
2. Younger than age 65, but age 55 or older and has fifteen (15) or more years of service on his/her last day of employment, or
3. Younger than age 55, and his/her age plus years of service total seventy-five (75), with fifteen (15) years of service or more on his/her last day of employment.

shall receive Employer-paid retiree health, prescription drug, vision and dental care benefits for himself/herself and his/her eligible dependents at age 65 or when Medicare eligible.

- B. Each employee hired on or after January 1, 1985, who is eligible for Employer-paid health care benefits as an active employee at the time of retirement and who is:

1. Age 65 or older on his/her last day of employment, or
2. Younger than age 65, but age 55 or older and has fifteen (15) or more years of service on his/her last day of employment, or
3. Younger than age 55, and his/her age plus years of service total seventy-five (75), with fifteen (15) years of service or more on his/her last day of employment.

shall receive Employer-paid retiree health care and prescription drug benefits for himself/herself and his/her eligible dependents at the retiree's age 65, or later, if termination of employment occurs after age 65.

A year of service is defined as any calendar payroll year in which the employee is paid for 1,000 or more hours.

- C. Employee Hired on or Before December 31, 1984, Qualifies for Retirement on or Before December 31, 1999: Employees who meet the eligibility rules for retiree medical benefits described in paragraphs above on or before December 31, 1998, (although they may delay actual retirement until a later date) will receive benefits based on provisions in effect prior to January 1, 1999, which include a one dollar (\$1.00) co-pay for each prescription purchase and a two dollar (\$2.00) co-pay for each dental office visit, if applicable (benefit arrays "0A1AE" and "2CX"). The Employer will provide one-hundred percent (100%) of the plan cost.

Each employee hired on or before December 31, 1984, who is eligible to retire on or before December 31, 1998, and is employed until age 65 will receive Employer reimbursement for the base rate premium paid to Social Security for his/her own and/or his/her eligible dependent Medicare Part B coverage if enrolled in the KPMCP. Medicare Part B reimbursements will be provided for during the life of the retiree and/or surviving spouse.

- D. Employee Hired on or Before December 31, 1984, Qualifies for Retirement on or After January 1, 2000: Each employee who meets the eligibility rules for retiree medical benefits described in above paragraphs on or after January 1, 2000, will receive benefits based on provisions in effect after March 1, 1999, which include a five dollar (\$5.00) co-pay for medical and dental office visits and a five dollar (\$5.00) co-pay for each prescription purchase (benefit arrays "5A5AE" and "5CX").

The Employer and retiree will each share one-half (1/2) of the future retiree medical plan cost over the January 1, 1997, plan cost with the employee cost not exceeding thirty percent (30%) of the total plan cost.

Each employee hired on or before December 31, 1984, who is eligible to retire on or after January 1, 2000, and is employed until age 65 will receive Employer reimbursement for the base rate premium paid to Social Security for his/her own and/or his/her eligible dependent Medicare Part B coverage if enrolled in the KPMCP, not to exceed the base rate (\$43.80) in effect on January 1, 1997. Medicare Part B reimbursements will be provided for during the life of the retiree and/or surviving spouse.

- E. Employee Hired on or After January 1, 1985, Qualifies for Retirement on or After January 1, 2000: Each employee who meets the eligibility rules for retiree medical benefits described in above paragraphs on or after January 1, 2000, will receive benefits based on provisions in effect after March 1, 1999, which include a five dollar (\$5.00) co-pay for medical office visits and a five dollar (\$5.00) co-pay for each prescription (arrays "5A5A"). There is no coverage for dental and vision benefits.

The Employer and retiree will each share one-half (1/2) of the future retiree medical plan cost over the January 1, 1997, plan cost with the employee cost not exceeding thirty percent (30%) of the total plan cost.

Each employee hired on or after January 1, 1985, will not receive Employer reimbursement for Part B Medicare premiums paid to Social Security.

F. General Conditions:

Medicare Coordination

Coverage under the retiree medical plan will be provided through the Kaiser Permanente Medical Care program (KPMCP). Retiree and eligible dependents who enroll in the retiree medical plan who are eligible for both Parts A and B of Medicare will be eligible for the Medicare Coordinated coverage Plan including Prepaid Drugs and Prepaid Vision Care Plan, but they must maintain enrollment in both Part A and Part B of Medicare and assign both Part A and B of Medicare benefits to the KPMCP. If the retiree or dependent is eligible for Part A but not for Part B, or for Part B but not for Part A, the retiree and dependents must pay for Social Security for Part A and Part B of Medicare.

Failure to maintain and assign all Medicare benefits for which the retiree and dependents are eligible will relieve the Employer from its obligation to provide Employer-paid retiree medical benefits.

Surviving Spouse

Coverage described in this Article will be provided for the life of the retiree and continue to a surviving spouse in the event of a retiree's death after benefits commence.

If an active employee who elects to continue working at Kaiser Permanente after he/she met the eligibility rules for Retiree Medical benefits dies, the surviving spouse will be eligible for Retiree Medical benefits at the time the retiree would have received the benefit.

If a retired employee met the eligibility rules, but must wait until age 65 to receive Retiree Medical benefits dies, the surviving spouse will be eligible for Retiree Medical benefits at the time the retiree would have received the benefit.

Out of Area Premium Reimbursements

If a retiree is not eligible for enrollment in the KPMCP due to residence outside of a Kaiser Permanente Service area, the Employer will provide reimbursement for premiums paid for medical coverage provided by another carrier up to an amount equal to one-half (1/2) the amount that the Employer would pay for medical only coverage for the retiree and eligible dependents had they remained in the Northwest Division Service Area. A retiree must provide proof of coverage with another insurance carrier before

receiving out-of-area reimbursement.

Eligible Dependents

Eligible dependents, including a domestic partner, for purposes of this Article, include those dependents eligible for coverage under the employee's Employer-paid medical plan on the last day of active employment.

Coverage for other eligible dependents will end when they no longer meet eligibility rules or if the surviving spouse remarries.

ARTICLE 19- TAX SHELTERED ANNUITY

The Employer agrees to provide a tax sheltered annuity program for employees.

ARTICLE 20- LEAVES OF ABSENCE

- A. Personal Leave: The Employer may grant personal leaves without pay upon an employee's written request when personal considerations justify such action and when staffing requirements permit. Such requests shall not be unreasonably denied. An employee must have at least six (6) months of continuous service to be considered eligible for a leave of absence for personal reasons. Leaves may be authorized for a period up to ninety (90) days. Leaves may be extended beyond the initial ninety (90) days, at the Employer's discretion. Any extension, (not to exceed an additional ninety (90) days) must be requested in writing and must be authorized in writing by the Manager.

All leaves and extensions must be requested as far in advance as possible, with a minimum notice of at least two (2) weeks for non-emergency leaves. Requests for emergency leaves must be submitted as far in advance as circumstances permit.

An employee who returns from a personal leave of sixty (60) days or less shall be returned to his/her former job assignment. The Employer will make a reasonable effort to reinstate an employee to his/her former job assignment upon return from a leave in excess of sixty (60) but not over one hundred fifty (150) days. However, if it is unreasonable to provide such accommodation, the employee will be reinstated in any comparable position, with the same number of scheduled hours, for which he/she is qualified.

Employees returning from a personal leave in excess of one hundred fifty (150) days will be given preferential consideration for openings for which they are qualified.

Employees who have at least two (2) years continuous service may request a personal leave of up to twelve (12) months for reasonable purposes, or may request an extension up to one hundred eighty (180) days beyond the six (6) month limit defined above. Such leaves or extensions shall not exceed a total of twelve (12) consecutive months. Approval shall be at the Employer's discretion and subject to departmental staffing requirements. Employees on extended personal leaves, as provided for in this paragraph, shall give the Employer at least thirty (30) days notice of availability to return to work. Such employees will be given preferential consideration for openings for which they are qualified that occur within ninety (90) days of the date the Employer is notified of availability for work.

- B. Parental Leave: The Employer shall grant Parental Leaves without pay for a period of up to ninety (90) days in cases of birth or adoption of a child. Any period of certified medical disability due to pregnancy and birth of a child shall be included in calculating such parental leave.

Employees who have at least two (2) years continuous service may request extensions to Parental Leave. Such extensions may be requested in increments up to ninety (90) days. Total Parental Leave shall not exceed a total of twelve (12) consecutive months. Approval for all Parental Leaves shall be subject to staffing requirements.

An employee returning from a Parental Leave of one hundred twenty (120) days or less will be returned to his/her former job assignment. A reasonable effort will be made to reinstate an employee to his/her former job assignment upon return from a Parental Leave in excess of one hundred and twenty (120) days, but not over one hundred eighty (180) days. If such return is not possible, the employee will be reinstated in any comparable position, with the same number of scheduled hours, for which he/she is qualified. An employee returning from a Parental Leave in excess of one hundred eighty (180) days shall be given preferential consideration for openings for which he/she is qualified. Employees on Parental Leave shall give the Employer at least thirty (30) days notice of intent to return to work.

C. Family Medical Leave:

1. The Employer will grant Family Medical Leaves for a period of up to twelve (12) weeks within a rolling twelve (12) month period. Such requests will not be unreasonably denied. Family Medical Leaves will be granted for:

- a. The birth or placement of adoption or foster care of a child.
- b. The serious health condition of a family member or child under the age of eighteen (i.e., biological, step-child, foster child, adopted child, legal ward or an adult dependent child), spouse, parent, or parent-in-law of the employee.
- c. The employee's own serious health condition which makes the employee unable to perform the functions of the employee's position.
- d. Periods of disability resulting from industrial injury or illness will be covered under Family Medical Leave if the injury or illness is a serious health condition.
- e. Intermittent Leave, taken in separate blocks of time, due to a single illness or injury, rather than one continuous period of time.
 - i. **ELIGIBILITY**: Family Medical Leave is available after 180 days of employment provided the registered nurse has worked an average of twenty-five (25) hours or more per week, or have worked 1250 hours over the previous twelve month period.
 - ii. **PAY**: an employee must use accrued sick leave for his/her own serious health condition or to care for a dependent minor child and then must use vacation time. An employee must use accrued vacation leave for all other Family Medical Leaves up to a balance of eighty (80) hours. However, an employee may elect to maintain a balance of eighty (80) hours of vacation time. If the employee's serious health condition is the result of industrial injury or illness, the employee may qualify for Workers' Compensation time loss benefits, and employee may elect to integrate with sick leave.

- iii. **BENEFITS:** Eligible employees who are receiving Employer-paid medical and dental coverage shall continue to receive such benefits while on Family Medical Leave. Employees on unpaid Family Medical Leave are not eligible for paid holidays, except personal float holidays.
- iv. **REINSTATEMENT:** an employee who returns from a Family Medical Leave of 12 weeks or less shall be returned to their former job assignments.

This will not preclude employee's rights under the Personal Leave Article in this Collective Bargaining Agreement.

- D. **Medical Leave - Non-Industrial:** An employee disabled by a medical condition or injury not connected with his/her employment will be granted an unpaid Medical Leave of Absence after exhaustion of Employer-paid sick leave. A Medical Leave of Absence will be granted for the term of medical disability as estimated and certified in writing by the physician. Leaves will be granted in increments up to ninety (90) days, for a total maximum leave of twelve (12) calendar months per disability. Requests for all initial leaves and all extensions must be submitted in writing to the employee's supervisor, along with the physician's written certification of disability. Requests for urgent leave must be submitted as soon as circumstances permit. Non-urgent leaves must be requested in writing at least two (2) weeks prior to the anticipated period of disability.

Expiration of a Medical Leave of Absence is determined by the date the physician certifies an employee may return to work, or the last approved date, whichever comes first. An employee wishing to remain off work beyond that date must apply for a Personal Leave of Absence as outlined in Section A.

An employee who returns from a Medical Leave of ninety (90) days or less shall be returned to his/her former job assignment. An employee who returns from a Medical Leave in excess of ninety (90) days shall return to his/her former job assignment whenever the Employer determines such return possible. If such return is not possible, the employee shall be returned to any assignment of comparable status for which he/she is qualified.

An employee with eighteen (18) months or more of continuous employment will receive Employer-paid health benefits on the same basis as an active employee during a non-industrial medical leave of absence up to a maximum of six (6) months, provided that three (3) calendar months of active employment elapse between incidents of application.

- E. **Medical Leave - Industrial:** It is the employee's responsibility to immediately report any industrial accident to his/her supervisor.

An employee disabled by an injury or medical condition connected with his/her employment will be granted an unpaid leave of absence after sick leave is exhausted. Industrial leaves will be granted for the term of disability as estimated and certified in writing by the attending physician. Leaves and extensions will be granted upon submission of the appropriate written forms to the employee's supervisor. Such forms must be accompanied by the physician's written certification of disability. Leaves will be granted in increments up to ninety (90) days.

An employee on an Industrial Leave will receive Employer-Paid Health Plan, Dental Plan and Life Insurance Group coverage on the same basis as an active employee for a maximum of six (6) months after exhaustion of Employer-paid sick leave. The employee will continue to accrue paid time off benefits (e.g., sick leave). Sick leave may be integrated with Workers Compensation payments at the employee's request. Such benefits will cease to accrue when sick leave is exhausted. During Industrial Leave, service credit toward tenure step increases and seniority will continue to accrue for a period of one (1) year after expiration of sick leave. An employee returning from Industrial Leave shall be reinstated, upon demand, at the appropriate step rate in his/her former position or a position which is available and suitable, provided the employee is not disabled from performing the duties of such position. A certificate by the attending physician approving return of the employee's regular employment should be evidence of the employee's ability to perform such duties.

An employee who has incurred a compensable injury which prevents her/him from performing the duties of her/his regular employment will be offered a suitable position which becomes available for which the employee is qualified after a reasonable orientation. Employees who do not meet the qualifications for suitable positions will be provided vocational assistance in accordance with state law. Placement of injured workers will take precedence over posting and bidding rights of other Bargaining Unit members except employees affected by a permanent reduction in force. An employee who rejects an offer of a suitable and available position abandons their rights to reinstatement and re-employment under applicable state laws and will be terminated.

- F. General: Requests and approvals for leaves of absence shall be in writing on forms provided by the Employer and the employee shall receive a copy of such leave authorization. Responses to requests shall be made as soon as practically possible.

Two (2) weeks written notification of intent to return from leave of absence must be given to the employee's supervisor, except as provided otherwise in another Section of this Article.

In cases of Medical Leaves, the employee must present a physician's release to return to work. If the employee fails to return to work within three (3) days of the expiration of an approved leave or the date agreed upon with the supervisor, it will be assumed that the employee has voluntarily terminated employment.

Health Plan, Dental Plan and Life Insurance Group coverage may continue at the employee's expense during leaves, except as specifically provided for in preceding sections. Arrangements must be made in advance to pay premiums for all benefits the employee wishes to continue while on leave. If the employee elects to discontinue benefit coverage, such coverage will terminate while the employee is on leave and will be reinstated the first (1st) of the month following return to work.

Newborn and adopted children will be covered by Health Plan benefits from day of birth or adoption if enrolled by the first (1st) of the month following childbirth or adoption. Coverage will be dependent upon the payment of premiums necessary to continue Health Plan benefits.

An employee's benefit and anniversary dates will be adjusted to reflect absences in excess of thirty (30) days, unless otherwise specified in preceding sections.

Military leaves of absence shall be in accordance with applicable law.

There shall be no pyramiding or duplication of job return rights as provided for in this Article.

ARTICLE 21- CONTINUING EDUCATION & TUITION REIMBURSEMENT

- A. Education Fund: The Employer recognizes the importance of continuing professional education and agrees to establish a fund to provide nurses with the opportunity to participate in workshops, seminars and conferences which are relevant to the needs of the nurse and to the health care needs of the Kaiser-Permanente patients. The Fund may also be utilized by nurses pursuing a nursing degree. A fund will be established each calendar year based on \$100 per nurse employed in regular status (20 hours per week or greater) on January 1 of each calendar year. Acceptable continuing education programs shall a) improve and increase the competence and skills of the practicing nurse, b) assist the nurse in utilizing developments in research, nursing education and nursing practice, c) assist the nurse in defining and meeting changing needs and expectations of the patients in the population served by Kaiser Permanente.

Nurses who have been in a regular status for at least six (6) consecutive months shall be eligible to submit requests for education programs to their manager. Nurses will be reimbursed for pre-approved expenditures after submitting appropriate receipts and copy of certificate of attendance.

- B. Paid Educational Leave: Nurses who have been in a regular status for at least six (6) consecutive months shall be entitled to one (1) paid normally scheduled work day per year for the purposes of attending education programs as outlined in this Article. A paid educational day may be utilized on a day off. Paid educational time for eligible part-time employees will be utilized on a pro-rata basis. Nurses who have been in regular status twelve (12) consecutive months shall be eligible for an additional paid educational day per year.

Requests for educational leave shall be made in writing, setting forth the details, (i.e., dates, hours, subject, purpose for attending, etc). Approval by the Department Manager will be required. The paid educational leave day shall not accrue from year to year except in any instance in which a nurse makes application for use of the educational day for an acceptable education program and the time off cannot be granted. Nurses are expected to make application in a timely manner to facilitate the granting of time off.

Nurses who have been in regular status for at least 12 consecutive months may apply for a third education day per year provided the education program to be attended benefits the department and is mutually agreed to by the nurse and Manager.

- C. Sharing of Program Content: Employees, who attend educational programs, as provided for in this Article, may be required to share program contents with other staff members as requested by the Employer.
- D. Guidelines for Acceptable Continuing Education Programs: Acceptable Continuing Education Programs shall assist personnel to:
1. Acquire new knowledge and skills.
 2. Update basic knowledge.
 3. Make transition from one area of nursing practice to another.

4. Acquire greater depth of knowledge and skill in particular areas of nursing.
5. Change attitudes and values.
6. Implement concepts of change in an individual's practice and throughout the health care system.
7. Assume responsibility for personal and professional development.
8. Encourage improvement of abilities of other health care workers to meet specific needs of our Health Plan members.
9. Promote and support innovation and creativity in health care services.

E. Tuition Reimbursement: A regular employee with at least one year of service as a regular employee shall be eligible for tuition reimbursement pursuant to Kaiser's policy or as otherwise developed.

ARTICLE 22- IN-SERVICE EDUCATION

There shall be an In-service Education Program for Registered Nurses at the facility. The Employer shall solicit and consider input from Registered Nurses regarding the In-service Education Program and its content and timing. The Employer shall make In-service Education Programs available to Registered Nurses on all shifts.

ARTICLE 23- CERTIFICATION/RECERTIFICATION

PALS and ACLS certification is a minimum requirement of employment and applies to employees in the EC and ASC, except OR and the Pain Clinic. Pain Clinic nurses who also do procedures are required to have ACLS.

The Employer will pay for the first two (2) attempts at the certification, both tuition and wages for the time spent in the certification process. If an RN misses a regularly scheduled shift when taking the exam, the RN will be compensated for the entire shift rather than just the time in the exam.

For recertification, the Employer will pay for the first two (2) attempts to gain recertification. If an RN misses a regularly scheduled shift when taking the exam, the RN will be compensated for the entire shift rather than just the time in the exam. It is expected that an RN will attempt to recertify, prior to certification expiration every two (2) years, or in accordance with the guidelines of the American Heart Association.

The Employer will only pay for the "recertification" section of the test. The employee is free to use his/her education day and education fund to cover the cost of the full certification in excess of the recertification portion. If the Department Manager, along with the affected program Medical Director, deems that there has been a significant change in the certification requirements, the Employer will announce to all affected RNs that the entire certification process will be covered for the next pass at recertification, rather than only the recertification portion of the process.

There will be regular opportunities for ACLS and PALS instruction, certification and testing either internal or external at the Employer's discretion.

New employees and transfers to a department requiring this instruction will have up to ninety (90) days to attend ACLS and PALS instruction.

An RN whose last class attendance expires while on leave of absence will be expected to attend recertification instruction at the first available class.

ARTICLE 24- HEALTH AND SAFETY

The Employer agrees to make reasonable provisions for the proper instruction and supervision in the safe operation of equipment, process and practice for the safety and health of Registered Nurses during the hours of their employment. The Employer shall use reasonable means and methods, pursuant to State and Federal statutes and regulations, to safely accomplish work where Registered Nurses are exposed to a hazard. The Employer shall promptly review unsafe conditions brought to its attention and take whatever corrective action it determines to be necessary. Registered Nurses acknowledge their responsibility to familiarize themselves with and to observe all safety procedures and policies established by the Employer. The Employer, the Association and the Registered Nurses recognize their obligations and/or rights under Federal and State laws with respect to safety and health. In the event a Registered Nurse believes an unsafe environmental condition exists, the Registered Nurse shall immediately bring the situation to the attention of his/her immediate supervisor. If the unsafe condition continues to exist after the Registered Nurse has reported the situation to his/her immediate supervisor, the Registered Nurse shall report the situation to the Health and Safety Committee by the established system.

To facilitate a cooperative climate for dealing with health and safety issues, two (2) designated Registered Nurses, covered by this Agreement, will be placed on the Kaiser Permanente Interstate Campus Health and Safety Committee organized according to applicable State and Federal statutes and regulations. The Health and Safety Committee will monitor and recommend solutions to health and safety issues within the Kaiser Permanente Interstate Campus. Registered Nurse Committee members will be paid at their regular straight time rate for the purpose of attending Committee meetings. Payment shall not constitute time worked for the purpose of calculating overtime or premium payments.

The Health and Safety Committee Meeting Minutes shall be kept by the Employer and distributed to each Committee member and shall be posted on each work unit.

After appropriate training, an Oregon Nurses Association Registered Nurse member of the Health and Safety Committee may be included on the work place inspection team.

No grievance regarding health and safety issues will be processed beyond the first step before the complaint has been reviewed and acted upon by the Health and Safety Committee.

ARTICLE 25- ORIENTATION

Each new employee shall be provided with a specific, detailed orientation which shall commence within three (3) weeks of date of hire. Orientation shall also be provided before a nurse is assigned to a unit new to the nurse.

The orientation will be individualized according to the nurse's previous experience, expressed needs and familiarity with a nursing unit.

Regular evaluation of the nurse's performance throughout the orientation period will occur to determine additional needs for the nurse.

The Employer shall solicit and consider recommendations from the LMCC regarding content and means of evaluating the orientation. At no time in any period of protected orientation shall a nurse be counted in the staffing compliment of any unit.

ARTICLE 26- SENIORITY

A. Each nurse shall accumulate seniority credit in two categories, as follows:

1. *Hospital Credit*: Each regular nurse shall receive one (1) credit for each twelve (12) month period of service in a Registered Nurse position covered by this Agreement. This credit shall be known as "hospital credit." Separation from the ONA Bargaining Unit will result in forfeiture of all seniority credits after one-hundred and eighty (180) days. A nurse, however, will not accrue bargaining unit seniority while separated unless otherwise provided.
2. *Unit Credit*:
 - a. **Regular**: Each regular nurse shall receive three (3) credits for each twelve (12) month period of service in any nursing unit in a Registered Nurse position covered by this Agreement. Unit credits will be accumulated in only one (1) unit at a time. These credits shall be known as "unit credits."
 - b. **Disposition of Unit Credits Upon Transfer**: Unit credits for any one nursing unit shall be forfeited as provided in Section B, 4 of this article when a nurse transfers to another unit by applying for and accepting appointment to a permanent, coded position or when the Employer for just cause permanently transfers a nurse to another unit for reasons related to performance standards.
3. *Clinical Arena/Nursing Units*: The current nursing units for the purpose of determining unit credit are the ASC and the Emergicenter.
4. *Twenty-Four Hour PRN, Short-Hour, On-Call & Per Diem Nurses*: Nurses in a 24-hour PRN, Short-Hour, Per Diem or On-Call category shall be credited with one (1) Unit Credit and .333 Hospital Credit for each twelve (12) month period of service in any nursing unit in a Registered Nurse position covered by this Agreement. This provision shall not apply to periods of authorized leaves of absence which do not exceed three (3) months.
5. *Prorating of Credits*: All Seniority credits shall be prorated for periods of service less than one (1) year.
6. *Limitation*: No nurse shall accumulate more than one (1) month service in any one (1) calendar month.

B. Vacancies: A combination of Hospital credits and Unit credits in the unit where the vacancy exists shall be applied in determining seniority for purposes of job bidding.

1. *Posting*: Registered Nurse positions covered under this Agreement which become available shall be posted on a regularly designated bulletin board within the facility. Such job postings shall include qualifications for the jobs, and shall be posted for a minimum of seven (7) days. In cases where additional hours may become available, but do not in themselves constitute an available position, such additional hours will be posted and part-time employees in the affected unit and shift who wish to increase hours may apply for posted hours in accordance with the provisions of this Article.

The Employer agrees to create and post full-time positions subject to efficient operations and recruitment conditions.

2. *Job Bidding*:

- a. **Staff Nurse**: It is the intent of the parties that seniority be a primary factor in filling open jobs. Members of the bargaining unit shall have preference over outside applicants provided RN meets the posted qualifications. In cases of job bidding, providing that performance, experience and qualifications are substantially equal in meeting the posted qualifications, the principle of seniority shall be determinative.

Seniority for the purposes of determining preference in the filling of vacancies shall be determined by each applicant's hospital credits combined with unit credits accumulated from service in the unit in which the vacancy exists. If the combination of hospital and unit credits results in a tie between qualified applicants, the tie shall be decided in favor of the applicant from the unit in which the vacancy exists. If the tie involves more than one applicant from the unit in which the vacancy exists, the tie shall be broken by lot.

- b. **Charge Nurse**: Due to the nature of the Charge Nurse position and the corresponding leadership responsibilities, Charge Nurse positions will be filled on the basis of performance, experience, qualifications, and leadership potential. In the event two or more Registered Nurses' performance, experience qualifications and leadership potential are approximately equal, the Registered Nurse with the greatest seniority, as outlined in the preceding paragraph, shall be selected for the position. In the event none of the Registered Nurses possess the necessary performance, experience, qualifications or leadership potential, and outside applicant may be hired, provided a vacancy exists.

3. *Forfeiture of Unit Credits*: A nurse who applies for and accepts appointment to a vacancy in a nursing unit other than the one in which he/she currently serves or who is transferred by the Employer for just cause for reasons related to performance standards shall forfeit all unit credits accumulated in the original unit after one-hundred and eighty (180) days service in the new unit. If the nurse returns to his/her original unit during the one-hundred and eight (180) day grace period, all unit credits in the original unit shall be restored.
4. *Transfer*: Bargaining unit employees requesting a transfer in accordance with the provisions of this Article shall be given preferential consideration over outside applicants or employees not in the bargaining unit provided they possess the necessary qualifications for the job.

- C. Scheduling of Time Off: In cases where conflict occurs in a unit over scheduling of time off benefits, Unit credits only shall be applied in determining any seniority preference for such paid time off that may be defined elsewhere in this Agreement.

D. Reduction in Force and Recall- It is the intent of both parties to adhere to the terms of the national agreements on reduction in force should a reduction of force and employment security occur. Pursuant to the national agreements on reduction in force, Kaiser is committed to re-deploy, not lay-off, employees who are displaced. Likewise, while it is not the intent of the parties to discard or ignore the contract provisions below, it is recognized that the Employer's ability to honor its commitment to maximize employment security and locate economically feasible alternatives for displaced employees may be directly proportional to union flexibility with regard to such provisions. As a result, the below language is meant to be instructive, rather than proscriptive.

1. *Hospital Credit*: Hospital Credit only may be utilized in matters affecting reduction in force and recall.
2. *Short Term*: In cases of any short term reduction in force or reduction of hours, not to exceed ninety (90) days, such reduction shall take place first within the affected unit in the following order:
 - a. **Volunteers**: A volunteer is an employee who indicates, in person or in writing, a willingness to be first considered for temporary reduction in force or reduction in hours. Such a willingness may be canceled in writing at the employee's option.
 - b. Temporary
 - c. On-Call/Per Diem

then in the following order, on the basis of seniority, as determined by hospital credit, in the affected nursing unit, provided that the employees remaining can provide continued coverage for staffing requirements.

- d. Short-Hour - Over-coded Hours
- e. 24Hour PRN-Over coded Hours
- f. Regular - Over-coded Hours
- g. Short-Hour - Coded Hours
- h. 24 hour PRN-Coded Hours
- i. Regular - Coded Hours

No bumping shall occur during such reduction. Recall shall be made in reverse order of the reduction. In the event such a reduction is necessary for reasons other than normal adjustments due to fluctuations in patient acuity or census, the parties shall meet to discuss the reduction.

3. *Long-Term*: In cases of long-term (greater than ninety (90) days) reduction in force or reduction of hours, such reduction shall take place in the affected unit in the following order:
 - a. Volunteers
 - b. Temporary

then, in the following order, on the basis of seniority, as determined by hospital credit, in the affected nursing unit, provided that the employees remaining can provide continued coverage for staffing requirements:

- c. Unit On-Call/Per Diem
- d. Short-Hour
- e. 24 hour PRN
- f. Regular

A more senior nurse may be laid off out of seniority if he/she is not qualified to perform the work of the unit during the layoff or does not possess special skills required in the unit which are possessed by a less senior nurse.

Any nurse who has been laid off in accordance with the preceding provisions may exercise seniority as determined by hospital credits and request in writing and receive transfer to the position of the least senior employee for whose position he/she is qualified. The bumped employee may exercise seniority, if any. The employee so displaced shall be placed on layoff status.

An employee shall have seven (7) calendar days from the time of notification of layoff to exercise seniority in the above manner. If seniority is not exercised in this manner, the employee shall be placed on layoff.

Recall shall be in reverse order of the foregoing, that is, the more senior nurse shall be the first to be returned to work. The Employer shall maintain a list of employees on layoff status and shall notify the most senior qualified employee when a vacancy occurs. The Employer's obligation as defined in this section shall cease after twelve (12) calendar months; if the employee refuses to accept an offer to return to work in a position with a comparable number of hours; if the employee opts to accept any position within the bargaining unit; if the employee fails to keep the Employer informed of his/her current telephone number and address; or if the employee fails to return to work on the date specified by the Employer.

The employee shall have an obligation to confirm acceptance or rejection of an offer to return to work within three (3) calendar days of the offer. Such confirmation shall be in writing.

An employee on layoff status shall have the right to apply and receive consideration for employment in any vacant position within the Northwest Region for which he/she is qualified. Such employees will be given preferential consideration over applicants from outside the organization. Employment in a non-bargaining unit position shall not affect the employee's rights of recall as defined in this Article.

In the event a permanent reduction of force or reduction of hours is necessary, the Employer shall notify the Association in writing, specifying the number of and description of positions to be reduced and the reasons therefore. If the Association so requests, the parties shall meet to discuss the reduction and explore alternatives, such as a work-share arrangement among nurses.

4. *Temporary Recall During Layoff*: If there is a need for increased staff on a Per Diem or other short-term basis which does not amount to actual recall of nurses who are laid off, Nurses who have suffered layoff may be converted to on-call status and will be offered such temporary work in the following order. First, those nurses that are in regular status, by seniority, and then in the short-hour categories also by seniority.
 - a. Regular Employee
 - b. 24 Hour PRN Employee
 - c. Short -Hour Employee
 - d. Regular Employee on layoff, now on-call
 - e. 24 Hour PRN Employee on layoff, now on-call
 - f. Short-Hour Employee on layoff, now on-call
 - g. All other On-Call Employees
5. *Non-RN Experience*: RNs who have had previous experience with the Employer in a non-RN classification in which the primary responsibility has been the provision of direct patient care shall be given prorated hospital seniority credit under this Agreement on the basis of one (1) year's credit for every three (3) year's service with the Employer in such a classification. Seniority gained in a classification other than that of an RN may be applied only in cases of reduction of force or reduction of hours.
6. *Non-Bargaining Unit KPNW Nurses*: KPNW nurses from other bargaining units will retain a proportionate amount of seniority credit as their former bargaining unit allows ONA Bargaining Unit members to retain.
7. *General*: Seniority shall not be interrupted by Leaves of Absence. An employee on layoff status may, at his/her option, retain any group coverage for Health Plan, Dental Plan and Group Life Insurance programs by tendering premiums to the Employer in a timely manner.

ARTICLE 27- GRIEVANCE PROCEDURE

(Refer to National Agreement Section 1.E.1 and Appendix C Issue Resolution)

The Employer and the Union encourage open, two-way communication and informal resolution of issues and problems between employees and supervisors. Each party shall make every attempt to understand and resolve differences informally before resorting to the Formal Grievance Procedure. Issues may be resolved utilizing the Issue Resolution Process or the Grievance Procedure.

Some legitimate differences regarding interpretation and/or the application of this Agreement may, in fact, require a formal grievance process. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances. The Employer and the Union agree that all disputes will be settled as hereinafter provided. The parties also agree that there shall be no lockouts on the part of the Employer or suspension of work on the part of the employees for the duration of the Agreement.

Any problems arising in connection with the application or interpretation of this Agreement may be submitted as a grievance by any employee or group of employees in accordance with the procedures provided in this Article. Class action grievances may be filed at step two.

The Employer and the Union agree that each shall have the right to file a grievance on their own behalf regarding problems that may arise regarding interpretation or application of the Agreement. All grievances shall be submitted in writing and explicitly cite the Article allegedly violated and the requested remedy. All grievances and related requests for review shall be signed by the Grievant or union representative.

Grievances, requests for review and decisions shall be delivered in person or by U.S. mail to the appropriate management representative, Grievant and Union representative. In the event of a question as to the timeliness of any mailed grievance step or response, the postmark will indicate the end of one step or response and the date of receipt will mark the beginning of the next step or response. If the response is by electronic mail, the date the response was sent will mark the beginning of the next step or process.

Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

The time limits contained in this procedure may be extended by mutual, written agreement of the Employer and the Union. If the Grievant or union representative fails to file an appeal within the time limit provided, the grievance will be deemed to have been resolved by the decision at the prior step. If the Employer fails to maintain the time limits provided, the Union representative may advance the grievance to the next step.

The Grievant and the Union steward participating in the grievance and arbitration meetings shall not lose pay associated with regular scheduled work hours for time spent in meetings unless there are "class action" grievances involving more than one Grievant, in which case the parties shall mutually agree on pay issues. Witnesses may be asked to appear at grievance meetings without loss of pay by mutual agreement. Meetings held in accordance with the steps provided in the following procedure shall be scheduled at mutually agreed upon times.

STEP 1

It is the intent of the parties that grievances be adjusted informally and/or at the first level of supervision whenever possible. Settlements reached at step one of the grievance procedure shall not be precedent setting for future similar or dissimilar cases unless specifically agreed to. If an employee has a grievance, she/he shall present it on the appropriate form to the immediate supervisor within 15 calendar days from when the employee became aware of the event from which the grievance arose. The grievance shall contain a statement of the issue being grieved, identification of the contract provision violated and a proposed resolution. The immediate supervisor shall meet with the Grievant and representative within 10 calendar days of the receipt of the grievance and attempt to resolve the grievance. The immediate supervisor or a steward for a Management grievance shall give a written decision to the Grievant, with a copy to the union, within 10 calendar days after the meeting (steward to supervisor if management grievance). If the grievance is not resolved, the Grievant may appeal the decision to step 2 of the grievance procedure within 10 calendar days after receipt of step 1 response.

STEP 2

The Human Resources Consultant or designee, and the appropriate department or area manager

shall meet with a Union representative and the Grievant within 10 calendar days of receipt of the appeal to attempt to resolve the grievance. Termination grievances may be filed initially at step 2. The Human Resources Consultant (Union representative if Employer grievance) shall give a written decision to the Union representative within ten calendar days after the meeting.

If the grievance is not resolved at step 2, the Union or Employer shall have fifteen calendar days after receipt of the step 2 response to notify the other party of its intent to advance the grievance either to mediation or to Issue Resolution.

(b) MEDIATION/ISSUE RESOLUTION

- A. Grievances not resolved at step 2 may be referred to a mediator or to Issue Resolution (Issue Resolution cannot be used for Corrective Action challenges).

A mediator or Issue Resolution Facilitator will be scheduled within 30 days of the request. The mediator will be the next arbitrator in alphabetical order from the arbitration panel. Issue Resolution Facilitator will be requested from Human Resource Education. A facilitator will not be assigned who has responsibility for work area or contract administration.

- B. The expenses and fees of the mediator shall be shared equally by the parties.

- C. Attendance at mediation sessions shall be limited to the following:

1. Union: Spokesperson, Assigned Union Representative, Grievant
2. Employer: Spokesperson - Labor Relations Representative, Human Resources Consultant, Supervisor/Department Head or Designee
3. Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
4. Witnesses: By mutual agreement, witnesses may be present who offer critical information regarding the dispute.

- D. Neither attorneys, court reporters, note takers, nor recording devices shall be allowed to be present at the proceedings. The mediation proceedings shall be entirely informal in nature. The relevant facts shall be presented in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.

- E. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.

- F. If a settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance might be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The mediator's opinion shall be given to both parties orally including reasons supporting the decision.

- G. The mediator's verbal opinion may be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall have no authority to compel the resolution of the grievance.
- H. If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.
- I. If the grievance is arbitrated, the mediator shall not serve as the arbitrator. Neither the discussions nor the mediator's opinion will be admissible in a subsequent arbitration proceeding.
- J. If the mediation is scheduled during the Grievant's shift, the Grievant will be permitted to be present, without loss of pay. Union observers may request time off for Union leave without pay.

ARBITRATION

(Note: Mediation or Issue Resolution must be requested before arbitration is requested.)

Within ten calendar days following receipt of a notice of intent to arbitrate, the parties shall select an arbitrator from the panel described below. Selection will be rotated sequentially among the arbitrators listed except that by mutual agreement the parties may avoid the use of any arbitrator.

Either party may avoid the use of one arbitrator who has issued, at least, two decisions in the term of the Agreement. This last provision may be exercised one time during the term of the Agreement by either party.

The parties by mutual agreement may use an expedited arbitration procedure.

The arbitrator shall hold the hearing in a convenient location as agreed to by the parties. The hearing shall commence within twenty-one days of the arbitrator's selection, or as soon thereafter as is practicable. The arbitrator shall issue a decision within thirty days following the close of the hearing or the submission of briefs, whichever is later. The decision of the arbitrator shall be in writing and set forth findings of fact, reasoning and conclusions on the issue(s) submitted.

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

The arbitrator shall not, without written agreement of the parties, be authorized to add to, detract from or in any way alter the provisions of the Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

The arbitrator's pay and all incidental expenses of the arbitration shall be borne equally by the parties. However, each party shall bear the expense of presenting its own case.

If the grieving party believes there are specific documents or information in existence that are pertinent to the resolution of the grievance, that have not been presented, the Grievant may request such documentation. No violation of another's right to privacy shall occur.

The parties shall meet immediately after the execution date of the Agreement to mutually agree on five arbitrators who will serve as a panel during the term of the Agreement. If the parties cannot reach mutual agreement, each party shall select two arbitrators for the panel and the parties will reach mutual agreement on the fifth panel member. If the parties cannot reach mutual agreement of the fifth panel member, a list shall be solicited from the Federal Mediation and Conciliation Service (FMCS). The FMCS will be requested to submit a list that does not contain any of the four previously selected panel members. Selection of the fifth panel member will be made from that list either by mutual agreement or by alternately striking names until one is left. The first party to strike a name will be determined by the flip of a coin.

ARTICLE 28– CORRECTIVE ACTION

The Employer shall be the judge as to the competency and qualifications of employees and reserves the right to administer Corrective Action. However, no employee will be subject to the Corrective Action procedure without just cause.

The Employer and the Union shall conduct Corrective Action meetings away from employees, patients, and the public.

An Employee shall have the right, and shall be informed thereof, to have a Union representative accompany him/her to any meeting which could result in Corrective Action, and to participate in the joint discovery process.

The Employer and the Union are committed to both the spirit and the letter of the Corrective Action process. The Employer has the right to determine whether there shall be Corrective Action and if so, at what level the Corrective Action shall be administered. However, the Employer acknowledges that prior to making a decision, the Employer shall engage in joint decision-making with the Union and consider utilizing the Issue Resolution Procedure where appropriate.

Definition: Corrective Action (the parties agree to refer to the Labor Management Partnership's *Issue Resolution and Corrective Action, User's Guide and Toolkit* for guidance during the Corrective Action process).

The Problem Solving phase of the process:

- Level 1: Initial Discussion
- Level 2: Develop Action Plan

The Formal Disciplinary phase of the process:

- Level 3: Corrective Action Plan
- Level 4: Day of Decision
- Level 5: Termination

A copy of the written Corrective Action, no matter what Level shall be provided to the Union office upon completion. The employee is required to sign such a notice to acknowledge receipt.

If the Employee disagrees with the Corrective Action administered, he/she may pursue the matter through the contractual grievance procedure.

ARTICLE 29- PERSONNEL RECORDS

A. Access to Records

1. The nurse and/or the nurse's designee appointed in writing shall have the right to examine the nurse's personnel records and to make copies of any material therein, except for confidential reports from previous employers and records of an individual relating to the conviction, arrest or investigation of conduct constituting a violation of the criminal laws of this state or another state of the United States. The nurse may place in the file any response to material therein or any other material relevant to his/her employment, provided, however, that prior to the placement in the file of such response, the Employer shall have the opportunity to review the material to insure knowledge thereof.
2. Authorized staff representatives of the Association shall, upon written authorization from the employee, be allowed at STEP ONE of the grievance procedure or later to inspect material in an employee's personnel file which is related to any alleged contract violation. Materials to which the Association has been denied the right of inspection may not be utilized in any subsequent step of the grievance procedure.
3. Materials showing proof of certifications required by the Employer and provided by the Employer on an internal basis shall be placed in the employee's personnel file.

B. Changes in Personnel Records

1. In any case where agreement has been reached between the Employer and the Association to make revisions in an employee's personnel records, the Association shall, upon request to the Employer and with written authorization of the employee, be allowed to inspect the records to insure that the agreement to revise has been complied with.
2. Written disciplinary notices shall be invalid after a period of one (1) year from the date of issuance, except when there are other disciplinary notices of the same or related nature, in which case all related notices shall be invalid after a period of one (1) year from the date of the most recent notice. These written disciplinary notices shall be removed from supervisory files. Supervisors will review their files for the purposes of this removal at the time of the annual evaluation or at the nurse's request.
3. Employees shall receive copies of all written disciplinary notices placed in the personnel file and shall have the right to respond in writing and have that response attached to any such notices.

ARTICLE 30- PROBATIONARY PERIOD

Employees in a regular employee category or temporary employees who work twenty (20) hours per week or more shall be considered probationary during the first ninety (90) calendar days of employment. Employees in all other categories of employment shall be considered probationary during the first one hundred eighty (180) calendar days of employment. During the probationary period, employees may be discharged without recourse to the grievance procedure.

Time spent in a temporary status shall count toward completion of the appropriate probationary period (90 or 180 calendar days), if the employee is reclassified to a permanent status.

The probationary period may be extended for an additional thirty (30) calendar days beyond the above referenced period by mutual agreement between the parties.

ARTICLE 31- EVALUATION

The Employer maintains the right to evaluate the job performance of Registered Nurses on an ongoing basis. Performance reviews will be conducted at least once per year. Evaluations are for constructive employee development and will be used for documentation of job performance. Employees shall be given an opportunity to read the performance evaluation and may attach any relevant comments to the evaluation prior to its placement in the employee's personnel file. The employee shall sign the evaluation to signify that he/she has read it, and shall receive a copy of the signed evaluation.

Evaluations will not be used in place of discipline, but may be used in conjunction with the disciplinary process.

ARTICLE 32- NO STRIKE

Neither the Association or its registered nurses, agents, representatives or employees shall incite, encourage, or participate in any strike, walkout, slowdown, picketing, or work stoppages of any nature against the Employer during the term of this Agreement. It is further understood that the duly authorized representatives of the Association shall have the authority and the responsibility in behalf of the Association to enforce the terms of this Agreement, including the active encouragement of employees engaging in a violation of this Article to cease such conduct.

ARTICLE 33- GENERAL PROVISIONS

The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all understandings and agreements applicable to covered employees arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 34- MANAGEMENT RIGHTS

The Employer retains all rights and authority which it had prior to the execution of this Agreement, except as specifically abridged by any expressed provision(s) of this Agreement.

ARTICLE 35- LABOR MANAGEMENT COOPERATION COMMITTEE

- A. The purpose and function of the LMCC shall be to mutually acquire and share information and shall be to resolve issues of mutual concern which arise during the term of the current Agreement in order to foster a climate of cooperation which will result in excellent patient

care. It is not intended to replace the grievance procedure.

- B. Composition: The LMCC shall be comprised of representatives from Management and ONA who are capable by virtue of their position or office of making commitments for their respective organizations. Membership for either party shall not exceed five (5).
- C. Responsibility: The responsibility of the LMCC shall include, but not be limited to, the following:
 - 1. Refer specific issues or tasks to subcommittees or other stakeholder groups for resolution and report.
 - 2. Liaison with other groups to provide input, share information, participate in planning and resolution of facility problems.
 - 3. Develop and implement joint Labor Management Training programs for Bargaining Unit leaders and Nursing Managers, as needed.
- D. Decisions: Decisions shall be made by consensus of members present whenever possible. Decisions made by the majority of the LMCC shall be implemented.
- E. Meetings: The LMCC will meet on a regularly scheduled basis as determined by mutual agreement. The LMCC meetings will be open to observers. On occasion, due to confidential issues, the LMCC members may agree to meet without observers. Guest(s) may be invited to provide additional information or may request to be placed on the agenda. It is the expectation of the LMCC that when an individual requests agenda time to present an issue to the LMCC that the individual has already discussed the issue with the Department Manager.
- F. Chair: There will be a designated Chair. This position will rotate on a quarterly basis. The Chair will develop the agenda for the LMCC meetings, obtaining input from members.
- G. Minutes: Minutes from the previous meeting will be approved as part of the regular LMCC meeting. Agenda and minutes from the previous meeting will be distributed to LMCC members one (1) week prior to the meeting. Management will provide support staff for minute transcription and distribution.
- H. ONA Member Participation: Each Bargaining Unit member shall be paid at the regular straight time rate for the purpose of attending LMCC meetings. Payment shall not constitute time worked for any purpose under the Collective Bargaining Agreement. LMCC members who are scheduled to be on duty during a meeting of the committee shall be released from duty for the purpose of attending the LMCC meetings and appropriate replacement shall be provided.

ARTICLE 36- SAVINGS CLAUSE

If any portion of this Agreement is, or shall at any time, be contrary to law as adjudged by the court having appropriate jurisdiction, then such provision shall not be applicable, performed, or enforced

except to the extent permitted by law. If any portion of this Agreement is in conflict with the laws of the State of Oregon or the United States, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 37- DURATION OF AGREEMENT

This Agreement shall be effective on its execution date and shall continue in full force and effect to and including September 30, 2010, and shall continue in effect from year to year thereafter unless terminated by written prior notice served by either party ninety (90) days prior to the termination date then in effect.