

**Professional Agreement**

**between**

**Oregon Nurses Association**

**and**

**Sacred Heart Home Care Services**

**July 18, 2010**

**through**

**June 30, 2012**



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This Agreement is made and entered into by and between SACRED HEART MEDICAL CENTER d/b/a SACRED HEART HOME CARE SERVICES, hereinafter referred to as the “Agency,” and the OREGON NURSES ASSOCIATION, INC., hereinafter referred to as the “Association.”

## **PREAMBLE**

WHEREAS, the Agency is engaged in furnishing an essential public service of the highest quality, vital to the health, safety, and comfort of the population of the communities which the Agency services; and

WHEREAS, both the Agency and its licensed professional nurses have a high degree of professional responsibility to the public in so serving the public without interruption of this essential quality service; and

WHEREAS, both parties recognize this mutual responsibility and acknowledge the need for flexibility and innovation in meeting the current and future challenges facing health care providers and their employees. They have entered into this Professional Agreement as an instrument and means to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable, peaceful and harmonious relations between the Agency and the Association, and to that end the parties hereto have reached an understanding governing the conditions of employment within the bargaining unit; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the Agency and the Association so that potential or actual problems arising under this Agreement shall be settled quickly and satisfactorily to both parties and that the quality service to the public shall not be disrupted; and

WHEREAS, the Agency and the Association jointly recognize that, in order for the Agency to survive and achieve long-range prosperity and growth, and to ensure secure employment, they must work closely together in a cooperative relationship to solve problems quickly and in a cooperative manner. The cooperative relationship must extend from the patient’s place of residence to the executive offices. To achieve this goal, the Agency and the Association agree to the following principles:

- ☐ We are dedicated to the Agency being a leading provider of healthcare services through continuously improving levels of service, quality, value and innovative work design.

- ☐ Our mutual survival depends on our ability to deliver quality healthcare efficiently and cost effectively.
- ☐ We must be dedicated to continuous improvement and a collaborative relationship model in support of high quality and affordable healthcare.
- ☐ When barriers to our mutual success occur, the appropriate people from both parties will work together to attempt to resolve problems and recommend solutions to our mutual benefit.
- ☐ The success of our collaborative relationship is a shared responsibility between the Agency and the Association, including each member of the ONA bargaining unit and Association staff.

Accordingly, the Agency and the Association, including all members of the bargaining unit, strongly desire to develop a positive, collaborative alliance. We believe that such an alliance will help to promote high quality and accessible and affordable health care, as well as the fulfillment of PHOR's mission, vision and business strategies. In furtherance of these interests, it is to our mutual benefit that registered nurses become key contributors and active participants in organizational planning and other decision making processes and structures.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

## **ARTICLE 1 – RECOGNITION AND MEMBERSHIP**

**1.1 Bargaining Unit.** The Agency recognizes the Association as the collective bargaining representative of all professional registered nurses, including coordinators, employed by the Agency in providing Home Health, Hospice and Home Infusion services, excluding all other employees and supervisors as defined in the Act. Throughout this Agreement, Home Health, Hospice and Home Infusion services shall be referred to individually as programs, and collectively as the Agency.

**1.2 Membership.** Each nurse covered by this Agreement shall, as a condition of employment, within thirty (30) days after the nurse's hire date or the full execution of this Agreement, whichever occurs later, become and remain a member of the Association or make payment in lieu of dues to the Association.

**1.2.1 Remedy for non-payment.** If a nurse is not in compliance with the provisions described in this section, the Association will notify the nurse in writing that he/she is delinquent in the satisfaction of his/her obligations, and will provide a copy of the notice to the Employee and Labor Relations Manager of the Medical Center. The Association will allow the nurse a reasonable period of time of not less than twenty (20) days to cure the delinquency. If the nurse fails to cure within the allotted time, then the Association may contact the Employee and Labor Relations Manager for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Association will be present for the termination proceeding.

**1.2.2 Religious exemption.** A nurse who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Association; except that such nurse shall contribute an amount equivalent to the Association dues to a nonreligious, tax-exempt charitable fund of his/her choice for the duration of the membership or payment requirements had they been applicable.

**1.2.3 Dues deduction.** The Agency will deduct Association membership dues from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Agency setting forth standard amounts and times of deduction. Deductions shall be made monthly and remitted monthly to the Association together with a list of those authorized deductions.

**1.2.4 Indemnification.** The Association will indemnify and hold the Agency harmless for any and all claims, charges, suits or damages that may arise against the Agency as a result of the Agency taking action pursuant to subparagraph 1.2.1 above.

**1.2.5 Payment in lieu of dues.** Payment in lieu of dues will be less than or equal to the regular monthly Association dues as established by the Association.

## **ARTICLE 2 – ASSOCIATION REPRESENTATIVE**

**2.1 Access to Premises.** Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Agency wherein bargaining unit members are employed for purposes of transacting Association business and observing conditions under which nurses are employed. The Association's representative shall, upon arrival at the Agency, notify the Home Health Director or his/her designee of the representative's presence. Visitations other than during regular business hours shall occur only after advance notification to the Home Health Director or his/her designee during normal office hours. Transaction of any business shall be conducted in an appropriate location subject to the rules of Sacred Heart Medical Center applicable to non-employees and shall not interfere with the work of employees.

**2.2 Bulletin Boards, Mailboxes and Intranet.** The Agency shall provide space for the posting of Association notices and newsletters on a bulletin board designated by the Agency. The Agency shall additionally allow distribution of such items to nurses' mailboxes. The Association shall also be allowed to post notices on the Intranet or voice mail maintained by PeaceHealth, provided that the Association follows the established procedures and approval process for such postings. All notices allowed under this paragraph shall be limited to the date, time, place and subject matter of proceedings, lists of Association committee members, notices of joint Association/Agency committee activities, and references to the Association's website.

**2.3 Bargaining Unit Meetings.** The Association may hold bargaining unit meetings in the Agency for purposes of professional education, contract negotiations and contract administration by scheduling such meetings with the Home Health Director or his/her designee at mutually agreeable times and places.

**2.4 Orientation of Newly Hired Nurses.** During the orientation of newly hired nurses, the Agency shall provide an Association representative with a 30-minute period to discuss the Association. This period will be paid time for the newly hired nurses and the Association representative. The Association representative will be paid at the regular rate of pay for the assigned 30-minute period. The paid time will not count toward premium or overtime pay. The Agency will cooperate in releasing an Association representative, if a nurse, from duty to attend such meeting, and the

Association will cooperate to provide an alternate representative where such release would cause staffing problems for the Agency.

The Agency will distribute to newly employed nurses membership informational material provided by the Association to the Agency for such purpose. Such material may include Association form authorizing voluntary payroll deduction of monthly dues (if such form expressly states that such deduction is voluntary) and a copy of this Agreement.

**2.5 Rosters.** The Agency will provide the Association electronically with (1) a quarterly bargaining unit member seniority list and a list of nurses showing name, address, date of hire, job classification, employee number, telephone number (unless unlisted), date of birth, RN license number, FTE and program, and (2) a monthly list of newly hired nurses, including rehired nurses, terminations and transfers with the same information.

**2.6 Communications Box.** The Agency will provide a communications box in the main home health building for the use of the Association.

**2.7 Printing and Distribution of Agreement.** The Agency and the Association shall equally share expenses for the printing of an adequate supply of copies of this Agreement.

**2.8 Representative Time Off.** The Agency shall make a good faith effort to grant requested time off for all bargaining unit elected/appointed Association members to attend local Negotiating Committee, State and National (ANA, UAN) Association meetings and conventions that are required of them to fulfill the obligations of their office. The nurse must give reasonable advance notice of any such request to the Agency. Nurses shall not be required to utilize PTO for such meetings, except when attending state or national conventions. Nurses may access educational days and funds for state and national Association meetings to the extent that the criteria set forth in Section 16.3.3 are met.

### **ARTICLE 3 – EMPLOYEE DEFINITIONS**

**3.1 Nurse.** A registered professional nurse covered by this Agreement who is currently licensed to perform professional nursing in the State of Oregon.

**3.2 Staff Nurse.** A nurse responsible for the direct or indirect nursing care of a patient, including all case managers and field nurses.

**3.3 Coordinator.** A nurse who has been assigned to assist supervisory personnel in administrative duties, as a result of having been either (1) selected to fill a coordinator vacancy in accordance with Section 13.3, or (2) designated by the Agency to be a coordinator on a fill-in basis, known as a facilitator.

**3.4 Probationary Nurse.** A newly hired nurse shall be on probationary status from the date of hire through the first six (6) months following completion of program orientation or a formal specific training program, as long as such probationary period does not extend beyond eight (8) months from the date of hire. In addition, however, the probationary period of a nurse evaluated as less than satisfactory may be extended by mutual agreement between the Agency and the Association for up to sixty (60) additional days.

**3.5 Regular Nurse.** A nurse regularly scheduled in an established position, either for forty (40) hours per week as a full-time nurse or for less than forty (40) hours per week as a part-time nurse (including a nurse occupying an on-call benefited position as defined in Appendices D, E and F).

**3.6 Per Diem Nurse.** A nurse hired to provide coverage on an intermittent basis.

**3.6.1** Per diem nurses may be required to work up to five (5) days per posted work cycle, which may include one weekend. The weekend requirement shall be prorated in those nursing programs that require partial or occasional weekend work. Weekend work shall consist of a combination of scheduled time on Saturday and Sunday. Holiday coverage shall first be sought among volunteers; in the event insufficient coverage remains, however, per diem nurses may be required to work at least one (1) of the winter holidays and one (1) of the summer holidays listed in Section 9.4.5 every calendar year. They shall also participate in the on-call program on a rotating basis. If a per diem nurse works in place of a regular nurse on an uneven schedule exchange, it does not count toward the per diem nurse's work requirement.

Per diem nurses may be required to satisfy the working requirements of this section to cover for unfilled posted days in the schedule on the posted work

schedule. Working when called on short notice shall also count toward satisfying these working requirements. Signup on an availability list shall not fulfill per diem work requirements, nor shall such signup obligate the nurse to be available to work.

**3.6.2** Per diem nurses shall be paid in accordance with the wage rates set forth in Appendix A. In addition, per diem nurses (excluding nurses in temporary per diem positions) shall receive a differential in lieu of the benefits contained in Article 10, in an amount that is a percentage of their straight hourly rate, based upon years of employment at the Agency as follows:

First through third years of employment — 12%

Fourth through eighth years of employment — 14%

Ninth through twentieth years of employment — 16%

Twenty-first and subsequent years of employment — 18%

**3.6.3** When a nurse transfers from regular status to per diem status, all of the nurse's accrued PTO shall be cashed out within one (1) year from date of transfer.

**3.6.4** Per diem nurses who do not meet their commitment to work or be scheduled for the required number of days for at least two (2) consecutive calendar quarters shall be subject to removal from per diem employment following one (1) written warning administered after the first quarter of non-compliance. A nurse shall not be penalized for being unavailable for time periods of thirty (30) cumulative days per calendar year, provided that notice of such time off is communicated to the Agency in the same manner and time frame that is required of a regular nurse requesting PTO.

**3.7 Temporary Nurse.** A nurse initially hired to work for a defined period not to exceed three (3) months, subject to extension for up to an additional three (3) months. A temporary nurse shall not accrue seniority. A temporary nurse who is later hired from this status as a regular or per diem nurse shall be considered a probationary nurse as defined in 3.4 from the nurse's initial date of employment as a temporary nurse.

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

**4.1 Nondiscrimination.** The Agency and the Association agree to abide by all applicable local, state and federal laws that prohibit discrimination or harassment on the basis of age, sex, race, creed, color, disability, sexual orientation, or national origin in the hiring, placement, salary determination, or other terms or conditions of employment for nurses employed or to become employed in job classifications covered by this Agreement.

**4.2 Compliance with Laws Requiring Accommodation.** The Agency and the Association further agree that the Agency shall be permitted to take any and all actions necessary to comply with the Americans With Disabilities Act or any other law requiring accommodation of employees in the workplace. If such actions necessitate violation of a provision of this Agreement, then the parties agree to bargain with regard to the effect of such action on other bargaining unit employees.

**4.3 Association Membership and Activities.** The Agency and the Association agree to abide by all applicable local, state and federal laws with respect to eligibility for membership and participation in the Association for nurses employed or to become employed in job classifications covered by this Agreement. The parties further agree that there shall be no discrimination by either party against any nurse on account of membership or non-membership or lawful activity in respect to the Association.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

**5.1 Management Rights.** Except as modified by the terms of this Agreement, the Agency retains all rights of management to operate and manage the Agency and to operate the workforce. These rights of management shall include, but not be limited to, the right to require standards of performance and to maintain order and efficiency; to direct nurses; to schedule staff to perform work; to determine materials and equipment to be used; to determine methods and means by which operations are to be conducted; to determine staffing requirements; to extend, limit, curtail or subcontract all or any part of its operations; to establish new jobs, or eliminate or modify existing job classifications; to hire, promote, assign and retain nurses; to lay off nurses and to relieve nurses from duty because of lack of work; to recall nurses; and to promulgate rules, regulations and personnel policies.

**5.2 Non-Waiver of Rights.** The Agency's failure to exercise any right, prerogative or function hereby reserved to it, or the Agency's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Agency's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement, or with the Agency's rules, regulations and personnel policies.

## **ARTICLE 6 – EMPLOYMENT STATUS**

**6.1 Discipline and Discharge.** The Agency shall have the right to discharge or otherwise discipline a nurse for proper cause. During a nurse's probationary period as specified in Section 3.4, such action shall not be subject to the grievance procedure. A non-probationary nurse who feels he/she has been discharged or otherwise disciplined without proper cause may present the matter for consideration under the grievance procedure.

**6.1.1 Progressive discipline.** The form of corrective action taken may vary depending upon the nature and severity of the infraction and any mitigating circumstances. Where appropriate, corrective action follows a systematic and progressive method by using increasingly stronger action, and may include a performance improvement action plan. Corrective action may include one or more of the following: level one written warning, level two written warning, final written warning, suspension pending investigation, or discharge. Corrective action on successive offenses may be less severe, parallel or progressive, depending on the nature of and relationship between the offenses.

**6.1.2 Disciplinary actions.** All disciplinary actions shall be recorded in writing. The written document shall be placed in the nurse's personnel file and a copy of the document shall be provided to the nurse receiving such discipline at the time it is administered. Any and all corrective actions or directives set forth in corrective action notices shall, unless otherwise specifically designated, be considered mandatory. The Agency shall notify the Association and the impacted nurse in writing when it has reported a bargaining unit nurse to the Oregon State Board of Nursing in connection with any disciplinary action.

**6.1.3 Suspensions pending investigation.** A suspension pending investigation may be without pay until the investigation is complete and a

determination of the appropriate discipline is made and communicated to the nurse and the Association, provided that such investigation and report is completed within a seven (7) calendar day period. This seven calendar day period shall be extended, if the nurse is unavailable to meet with the Agency within this time period, until such meeting takes place. Any nurse on suspension shall have the right to be informed of the general nature of the investigation, and shall receive notice of the status of the Agency's investigation on a weekly basis.

**6.2 Disciplinary Record.** No document other than routine payroll and personnel records will be inserted in a nurse's personnel file without knowledge of the nurse. A nurse shall have the opportunity to have a result statement placed in his or her personnel file twelve (12) months after the administration of a prior disciplinary action. The Medical Center, upon request from the nurse, will review the nurse's performance related to the original disciplinary action and produce a written statement addressing the nurse's success at resolving the issues that gave rise to the discipline. The statement thereafter shall be given to the nurse and placed in his or her personnel file. In addition, written disciplinary notices will not be considered for purposes of further disciplinary action after more than 24 months, and will be removed upon request from the nurse, if there have been no further disciplinary occurrences of any kind during that period. Exempt from the foregoing sentence are written disciplinary notices for theft, dishonesty, conduct threatening or endangering patients' safety, offenses involving sending messages or accessing internet sites with sexual content, harassment, or assault/violence against another person.

**6.3 Notice of Resignation.** A nurse shall give the Agency not less than ten (10) working days' notice of intended resignation.

**6.4 Notice of Termination.** In the event of terminations, the Agency shall give a non-probationary, non-temporary nurse ten (10) working days' notice of the termination of his/her employment or, if less notice is given, then the difference between ten (10) working days and the number of working days of advance notice shall be paid the nurse at his/her regular rate of pay based upon the nurse's normal scheduled hours. No such advance notice or pay in lieu thereof shall be required for a nurse who is discharged for gross misconduct, including but not limited to Agency related theft, drug abuse, patient abuse, assault/violence against another person, or use of alcoholic beverages.

**6.5 Personnel Files.** Nurses may have access to their personnel files in accordance with Oregon Revised Statute 652.750. When any document is added to, deleted from or amended in a nurse's personnel file, the nurse will be notified within a reasonable time period and be given an opportunity to copy the document and add a written rebuttal to the file.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

**7.1 When Applicable.** This Article shall be the exclusive method to be used to settle grievances regarding interpretation or application of this Agreement which may arise between the Agency, the Association or any nurse during the term of this Agreement. A probationary nurse may file grievances under this Article except that issues relating to discipline, including discharge, of a probationary nurse shall be determined exclusively by the Agency and shall not be subject to this Article. A grievance shall be presented exclusively in accordance with the following procedure:

### **7.2 Grievance Procedure.**

Step 1. A grievance must be presented in writing to the nurse's program manager or designee, with a courtesy copy to the Manager of Labor Relations, within twenty-one (21) calendar days from the date of occurrence. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse's understanding, a description of the problem and the contract provisions thought to be violated. A grievance relating to pay shall be timely if received by the Agency within twenty-one (21) calendar days after the pay day for the period during which the grievance occurred. In the event of an issue concerning a discharge, the issue must be presented within seven (7) calendar days following termination. The program manager's or designee's written reply is due within seven (7) calendar days of such presentation. A Step 1 meeting may be held within fourteen (14) calendar days following the filing of the grievance, in which case the program manager's or designee's written reply is due within seven (7) calendar days after this meeting.

- Step 2. If not resolved at Step 1, the issue may thereafter be presented in writing to the Home Health Director within ten (10) calendar days from receipt of the program manager's reply or the date such reply was due in Step 1. The Director shall then meet within fourteen (14) calendar days with the nurse and a representative of the Association, if the nurse so desires, to resolve the matter, and shall reply in writing within seven (7) calendar days after the meeting.
- Step 3. If not resolved at Step 2, the grievance may thereafter be presented in writing to the Regional Vice President of Patient Care Services (Regional VP) or his/her designee for consideration and determination within ten (10) calendar days after receipt of the Home Health Director's response or, if the Director's response is not received within that period, within ten (10) calendar days after the expiration of time allotted in Step 2 for the Director's response. The Regional VP or designee shall meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) calendar days after the meeting.
- Step 4. If the grievance is not resolved at Step 3, the Association may thereafter present it to an impartial arbitrator for determination by giving the Agency written notice within twenty-one (21) calendar days after receipt of the Step 3 reply of the Association's intent to refer the matter to arbitration.

**7.3 Association Grievance.** A grievance, as defined in Section 7.1, relating to occurrences actually involving at least three (3) nurses or arising under the Association Representative article, may be initiated by the Association at Step 2 of the above-mentioned procedure by the filing of a written grievance, signed by a representative of the Association, within 35 calendar days from the date of occurrence. Such grievance shall describe the problem and the contract provisions alleged to have been violated.

**7.4 Timeliness.** A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance at Step 1 or of an Association grievance at

Step 2 are not met, unless the parties agree in writing to extend such time limits. Subsequent grievance advancements and responses will be deemed untimely if the time limits set forth above are not met, unless the parties mutually agree in good faith to extend such time limits. Such extension shall be documented in writing if requested by either party. If a response is untimely, the grievance shall be considered automatically elevated to the next Step in the grievance process. Agency grievance responses must be sent to the grievant and copied to the Association.

**7.5 Contract Provision Alleged to Have Been Violated.** If, at any time subsequent to initial presentation of the grievance, the grievant or Association believes contract provision(s) additional to those described upon initial presentation have been violated, the grievant or Association shall file an amended grievance specifying the additional contract provision(s) thought to be violated and stating the reasons for believing such provision(s) have been violated. After advancing the grievance to arbitration under Section 7.6, the Association can call for reconvening of the parties if any additional contract provisions are thought to be violated based upon the discovery of additional information. If the Association does not notify the Agency, the grievance cannot be amended at arbitration.

**7.6 Arbitration Procedure.**

- A. The Agency and the Association shall, within a reasonable period of time after the grievance is submitted for arbitration, attempt to select a mutually acceptable arbitrator. In the event that the parties cannot agree, the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of five (5) names from which each representative shall alternately strike one name until only one name remains; this person shall be selected to arbitrate the matter.
- B. The decision or decisions of the arbitrator shall be final and binding on both parties. It shall be announced in writing to the parties within thirty (30) days following the hearing of the arbitration. The expenses of the arbitration shall be borne equally by the Agency and the Association. Each party shall bear the expenses of its own representation and witnesses.

- C. It is further understood and agreed that the arbitrator's decision may provide retroactivity not to exceed ninety (90) calendar days from the date of the written filing of the complaint set forth in this Article.
- D. The jurisdiction of the arbitrator shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement. The arbitrator shall not have authority to modify, add to, alter or detract from provisions of this Agreement.

**7.7 Nurse Representatives.** Bargaining unit nurse representatives shall be granted a reasonable amount of release time to assist in the investigation and settlement of grievances, provided that the granting of such release time does not interfere with the work of employees or patient needs.

## **ARTICLE 8 – HOURS OF WORK**

**8.1 Work Week and Work Day.** The work week shall consist of forty (40) hours commencing at 0001 hours on Sunday and continuing through 2400 hours on Saturday. The normal work day shall consist of eight (8) consecutive hours, plus an unpaid meal period of one-half (1/2) hour (up to one hour for Coordinator positions). Where mutually agreeable to the Agency and the nurse concerned (on a posted work schedule to posted work schedule basis), a normal work day may consist of ten (10) or twelve (12) hours. Nothing in this or any other provision of this Agreement constitutes a minimum guarantee of work.

**8.2 Flexible Work Schedules.** Nurses and the Agency shall have the ability to make adjustments to their normal work day start and stop times on a daily basis to accommodate individual and patient needs which may arise. The nurse's ability to make adjustments in his/her schedule shall require notification to the nurse's manager (or designee), and may not impair the ability of the Agency to meet its operational needs. The adjustment of a nurse's schedule by the Agency must be communicated to the nurse by 1800 hours on the day prior to the adjustment and may not deviate by more than one (1) hour from the nurse's scheduled work times without the nurse's consent. Such an involuntary adjustment shall not result in a lengthened work day. A good faith effort to contact other available nurses must be made by the Agency prior to

requiring a nurse to deviate from his/her schedule. Nurses and the Agency may use this provision to adjust their individual schedules in a way that does not result in either premium or overtime pay or lost pay in a pay period.

**8.3 Advance Authority.** A nurse will be expected to obtain proper advance authorization, except in an emergency, from an appropriate manager or designee for work in excess of the nurse's work week or work day.

**8.4 Voluntary Alternatives.** Regularly scheduled weekend tours of duty or alternate consecutive work day schedules requested in writing by a nurse may be arranged by mutual agreement with the program manager, and shall not be subject to such time and one-half (1½) premium pay provisions described in Section 9.4 that are specifically waived by the nurse.

**8.5 Meal and Rest Periods.** Nurses shall receive an unpaid meal period of one-half (½) hour during their work day (up to one hour for Coordinator positions). They shall also receive one (1) fifteen (15) minute paid rest period for each four (4) hours of work during their work day. Nurses are to take their rest breaks if no relief is necessary; the Agency shall arrange for coverage if break relief is necessary. For field nurses, the Agency will provide break coverage where possible. During the unpaid meal period, the nurse is on his/her own time. It is the goal of both parties that the meal period shall occur during the middle four (4) hours of the nurse's work day whenever practicable. Rest periods may be allowed in conjunction with the meal period or combined and taken separately from the meal period.

**8.6 Work Schedules.** Work schedules, including on-call schedules, shall be posted at least fourteen (14) calendar days in advance of the applicable work cycle. Per diem nurses shall be offered the opportunity to be placed on the schedule before temporary or "agency" nurses are placed on the schedule. Regular nurses, upon request, shall have first priority for available extra shifts prior to the posting of the work schedule; per diem nurses shall have first priority following the work schedule posting. For purposes of this section, the work schedule shall be deemed officially posted as of the date that is 14 days prior to commencement of the applicable work cycle.

**8.6.1** After a schedule is posted, a nurse's scheduled times to begin and end his/her work day during that period may be modified by the Agency without

the nurse's consent only in connection with adjustment of scheduled hours under Sections 8.2 and 14.2.

**8.6.2** Mandatory overtime may not be assigned on a routine basis. The Association and the Agency agree that every reasonable effort should be made to obtain nurses for unfilled hours or shifts before requiring a nurse to work overtime. No nurse shall be required to work when the nurse, in his or her judgment, is unsafe to perform patient care duties.

**8.6.3** The Agency shall not schedule a nurse to work more than five (5) consecutive days without the nurse's consent.

**8.7 Temporary Assignments.** When a nurse, at the discretion of the Agency, is assigned temporarily to a higher position in an acting role to fill in for an anticipated or actual leave of absence or a vacancy of thirty (30) calendar days or greater, the nurse shall be compensated for such work at his/her current rate of pay plus the difference between the rates of the two positions calculated on an hourly basis.

**8.8 Orientation and Skills Maintenance.** When a nurse is newly hired or transferred to a program, the Agency will provide the nurse with orientation to the new position, program and its patients. The Agency will take into consideration the nurse's previous clinical experience, skills and expressed needs in determining individualized orientation and shall utilize the skills assessment tools available for the program.

**8.9 Report Pay.** If the Agency is unable to utilize a nurse who reports for work for an assigned work day, he/she shall be paid two (2) hours at the regular rate of pay, unless (a) the reasons giving rise to non-utilization of the nurse are caused by acts of God, utility failure or like occurrences, or (b) the Agency makes a reasonable effort to notify the nurse by telephone by 0715 on the scheduled work day that he/she should not report. It shall be the responsibility of the nurse to notify the Agency of his/her address and telephone number; failure to do so shall preclude the Agency from the notification requirements and payment of the above guarantee.

Scheduled per diem staff will be notified no later than 1745 the prior evening if they are assigned to work the following day. After the assessment of staffing needs the following morning, scheduled per diem staff who remain unassigned will be notified by 0715 and told they are not needed. Scheduled per diem staff who are not notified by 0715 are expected to report to work.

**8.10 On-Call Scheduling.** Written on-call guidelines shall be maintained by the Agency for each program and forwarded to the Association. The Agency shall only have the right to implement changes in such guidelines after having notified and bargained with the Association over such proposed changes (either to agreement or to impasse) during the term of this Agreement. These guidelines shall be in compliance with the provisions of Article 9.7. Nurses who have been assigned low census may volunteer to be placed on on-call status in accordance with Article 9.7.

**8.11 Schedule Exchanges.** There are no restrictions on the number of uneven schedule exchanges a nurse can take with PTO provided that the replacement on the schedule is qualified to do the work. Even schedule exchanges must occur within a period of thirty (30) days. A schedule exchange is not allowed to result in the payment of premium or overtime pay, except when the nurse performs additional work scheduled by the Agency following approval of the exchange. Uneven schedule exchanges can only be submitted after the schedule is posted, unless the request is needed to complete an otherwise approved PTO request for a block of four (4) scheduled days or more. The Agency may deny an uneven schedule exchange request only if the nurse making the request is not qualified, the exchange will result in overtime or premium pay, or the request is made within seven (7) calendar days of the requested exchange.

**8.11.1** Nurses scheduled 32 or more hours per week may take a maximum of three (3) uneven schedule exchanges (and no more than one (1) during a prime time period, unless the requested is needed to complete an otherwise approved PTO request for a block of four (4) scheduled days or more) without PTO use within a calendar year. All other uneven schedule exchanges, including all uneven schedule exchanges taken by regular nurses scheduled for less than 32 hours per week, shall be taken with PTO.

**8.11.2** Schedule exchanges made for the purpose of conducting Agency business (committees, education/in-service, etc.) do not constitute uneven schedule exchanges.

**8.11.3** There are no restrictions on a regular full-time nurse utilizing any other qualified nurse for an uneven schedule exchange to cover for any of the

scheduled holidays specified in Section 9.4.5. Such uneven schedule exchanges shall not be counted toward the cap specified in Section 8.11.1.

**8.12 Scheduling.** Regular part-time and full-time nurses shall participate in weekend coverage based on the Agency's patient care and operational needs. They shall also be included in holiday scheduling on a rotating basis within their program. They shall also participate in the Agency's on-call program in accordance with on-call scheduling guidelines. If possible (i.e., if the Agency can thereby meet staffing needs), the Agency shall schedule full-time Home Health Program nurses no greater than one (1) weekend out of any eight (8) week period consisting of two (2) full cycles.

## **ARTICLE 9 – COMPENSATION**

**9.1 Progression.** Progression through the salary range for nurses shall be one step at a time and shall be on an annual anniversary basis, as reflected in Appendix A, and the step increase shall be effective at the beginning of the pay period following the later of the nurse's anniversary or adjusted anniversary date of employment as a nurse.

### **9.2 Wage Rates and Additional Compensation.**

**9.2.1** Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto

**9.2.2** This contract should not be construed to limit the Agency's right to reward an individual nurse's performance over and above the prescribed conditions called for in this Agreement. The Association further acknowledges that the Agency has the right to compensate nurses over and above the amounts set forth in this Agreement in response to needs for limited periods of time. The Agency agrees to notify the Association of all new pay enhancement plans prior to implementation. The Agency further agrees to consider prior to implementation all reasonable objections, suggestions and/or concerns raised by the Association within five (5) calendar days after such notification. At the time of implementation of the plan, the Agency shall provide terms, including criteria, of the plan to the Association.

a. In the event the Agency activates a pay enhancement plan for specific time periods in specific programs, then regardless of when during the work cycle the commitment to perform additional work has

occurred, all nurses who meet the criteria for such additional compensation during the specified time period in the specified program(s) shall be entitled thereto.

b. The Agency shall provide notice to all nurses within the affected program of the activation of an intermittent pay enhancement plan as soon as a determination of its availability is known. Such notice may be actual or constructive. The intent of this provision is to provide notice of the terms of the plan to such eligible nurses.

**9.2.3** The Agency agrees that it may not unilaterally establish, without first bargaining with the Association (either to agreement or to impasse), a system of compensation that is not time-limited. In the event that an agreement is reached, it shall be considered part of this Agreement for the duration of the Agreement.

**9.3 Credit for Prior Experience.** A nurse with at least two (2) years of full time equivalent (FTE) experience in a home health agency prior to hire, will be started at not less than the applicable step indicated below.

2 to 3 out of the last four (4) years: Step 2

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

A nurse who transfers from the Medical Center acute care bargaining unit without a break in service to the Agency will be started at not less than his or her Medical Center pay step.

**9.4 Premium Pay.** A nurse shall be paid at the rate of one and one-half (1½) times the nurse's regular rate of pay for all hours worked in any one category listed below, including overtime pay under 9.4.1 or premium pay under 9.4.2 through 9.4.4. Except where otherwise noted, whenever time and one-half is payable for hours worked under one category, such hours will not be considered again for determination of premium payments under another category.

**9.4.1 Overtime.** In excess of forty (40) hours worked within the standard work week as defined in Section 8.1.

**9.4.2 Excess of standard work day.** In excess of the nurse's standard pre-scheduled work day noted on the posted schedule in one day, which is

defined as a period commencing at the beginning of a nurse's regularly scheduled work day and terminating twenty-four (24) hours later. Flex time at the nurse's initiation or request shall not result in such time and one-half pay.

**9.4.3 Additional weekends.** For part-time regular nurses, on any weekend for which the nurse is not regularly scheduled to work. For full-time regular nurses, (1) on any weekend exceeding two weekends worked in any eight-week period consisting of two full cycles, and (2) on any weekend for which the nurse is not regularly scheduled to work. A nurse shall not be regularly scheduled to work consecutive weekends.

- a. Exempt from this provision are those nurses who have agreed in writing to work schedules calling for additional weekend work, and those nurses who express a desire in writing to work additional weekends when work is available.
- b. A weekend is defined as Saturday and/or Sunday.

**9.4.4 On-call status.** Time actually worked during a nurse's on-call status under Section 9.7, for a minimum of two (2) hours.

**9.4.5 Holiday pay.** Hours worked on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Effective January 1, 2012, the foregoing provision shall be modified to substitute Christmas Eve for Easter, and holiday pay shall apply for all hours worked from 11:00 p.m. on the day preceding the holiday until 10:59 p.m. on the actual holiday. A regularly scheduled nurse who does not work because of a holiday may either use PTO or take the day off without pay. Work on a holiday weekend shall be counted toward fulfilling the nurse's weekend work requirement.

**9.5 Hourly Differential.** All nurses working two (2) or more hours after 1700 hours shall be paid a differential for all hours worked after 1700 hours of 7.5% of the Step 1 hourly wage rate set forth in Appendix A. A nurse who works the third shift shall be paid a shift differential for all hours worked after 2300 hours of fifteen percent (15%) of the Step 1 hourly wage rate set forth in Appendix A. A nurse, after 12 (twelve) continuous months as a nurse, shall be paid a night shift differential for all hours worked after 2300 hours of twenty-two percent (22%) of the Step 1 hourly wage rate set forth in Appendix A.

**9.6 Patient Care Coordinator Differential.** A nurse assigned to Patient Care Coordinator responsibilities shall be paid a minimum differential of either (1) ten percent (10%) of the Step 1 hourly wage rate set forth in Appendix A for the duration of assignment to such a Coordinator vacancy in accordance with Section 13.3; or (2) four and one-half percent (4.5%) of the Step 1 hourly wage rate set forth in Appendix A per hour worked, when designated by the Agency to perform the duties of such a Coordinator in the role of Facilitator.

**9.7 On-call.** On-call compensation shall be paid when a nurse has been placed on “on-call” status. Such nurse will remain available to report to work, to respond to pages/patient calls, and/or to make home visits on short notice.

**9.7.1 Compensation.** A nurse placed on on-call status shall be paid \$4.50 per on-call hour (\$5.00 per on-call hour effective the first full pay period following July 1, 2011), whether or not the nurse works while on-call.

**9.7.2 Extended on-call time.** In lieu of the on-call compensation noted above, nurses scheduled for more than 64 hours on-call in a scheduled five-week cycle will receive double the call rate under Section 9.7.1 for all scheduled on-call hours in excess of said 64 hours. This provision shall not apply to nurses who volunteer for additional on-call time. Scheduled on-call hours of the benefited on-call position shall be excluded from this provision.

**9.7.3 Scheduled on-call hours.** For each program in the Agency, required on-call will be effective during all hours that the program’s office is closed.

**9.7.4 Repeated or lengthy visits.** If a nurse is required to make repeated or lengthy visits during an on-call period immediately preceding a scheduled work day, and the nurse requests all or part of the scheduled work day off, the Agency shall use its best efforts to accommodate the nurse’s request.

**9.7.5 Telephone consultation.** Telephone consultation (including documentation of telephone contact) that is necessary for the guidance of personnel on duty, for telephone conferences and/or for patient evaluation or advice, and that is in excess of fifteen (15) cumulative minutes while the nurse is on-call, shall be considered hours worked and shall be compensated at the

applicable rate of pay. Nurses are responsible for duly and accurately recording all such working time.

**9.8 Overpayments.** If a nurse is paid more than required under this Agreement, the Agency may obtain reimbursement by payroll deduction for up to 90 days of such overpayments preceding the date of the Agency's notification to the nurse of such overpayment. Unless the nurse and the Agency agree to a different method of reimbursement, payroll deduction will occur over the same period as the overpayments were made, not to exceed 90 days, in roughly equal installments. This section is without prejudice to any other legal means that the Agency may have to obtain reimbursement for overpayments not covered by payroll deduction.

**9.9 Parking and Bus Passes.** All parking charges (but excluding parking tickets or fines) incurred on behalf of the Agency while on duty shall be paid by the Agency. The Agency will provide nurses with Agency-paid Lane Transit District bus passes.

**9.10 Weekend Work.** For weekend work on which the nurse is not eligible for time and one-half pay under any provision of this Agreement (including for additional weekend work under Section 9.4.3), the nurse will be paid a weekend differential of \$1.75 per hour worked. A weekend for purposes of this section shall be defined as all hours between 1900 Friday and 0700 Monday, except that the differential shall not be payable to nurses working a Friday shift that is scheduled to end either at 1900 or 1930 or to nurses working a Monday shift that is typically considered to be a day shift.

**9.11 Certification Pay.** A nurse who obtains and maintains a nationally recognized nursing certification shall receive a differential of \$ .90 per hour for all compensated hours. If initial certification is obtained during the prior calendar year, only those hours that are compensated beginning with the first full payroll period subsequent to certification shall be considered. To be eligible for pay under this provision, proof of current certification must be on file. An approved certification list shall be established by mutual consent between the PNCC and the Home Health Director or designee and shall be updated on an annual basis.

**9.12 Advanced Education Pay.** Nurses holding a BSN degree will be compensated three percent (3%) above their Appendix A rate and nurses holding an MSN degree will be compensated four percent (4%) above their Appendix A rate.

**9.13 Mileage Reimbursement.** Agency nurses required to use their automobiles while on duty shall be paid mileage reimbursement equivalent to the existing allowable IRS rate per reimbursable mile incurred on behalf of the Agency (other than for mileage equivalent of travel from home to office and return).

**9.14 Cellular Phone Reimbursement.** The Agency shall make available to each field nurse a cellular phone for Agency-related business at no cost to the nurse.

**9.15 Preceptor Pay.** A nurse assigned by the Agency to mentor new nursing program nurses, RN and LPN students (but not including students whose instructors are present at the facility) under the Medical Center's preceptor program shall receive \$1.35 per hour in addition to the nurse's regular rate of pay for each hour worked while performing in this role. The Agency will select preceptors based on clinical skills, experience, communication skills and teaching skills. Nurses may be required to attend an approved preceptor class in order to qualify for preceptor pay.

**9.16 Required Overtime Pay.** For all required work under 8.6.2, a nurse shall be compensated at not less than the highest premium rate of pay being paid on the nurse's program during that particular shift.

**9.17 Interpreter Differential.** Nurses shall be eligible to receive an interpreter pay differential in accordance with Medical Center policy. To be eligible for this differential, an employee must consistently use interpreter skills on the job at least 15% of the employee's working time and pass the qualifying language proficiency examination. Occasional interpreting during the normal course of work does not qualify for the interpreter differential. The amount of such differential shall be 7% of the nurse's straight rate of pay.

## **ARTICLE 10 – PAID TIME OFF**

**10.1 General Provisions.** Paid Time Off (PTO) provides compensated time off for the nurse to use as he/she determines it best fits his/her own personal needs or desires, as set forth below, for absences from work. PTO supersedes and is in lieu of provisions for vacations, holidays and sick leave, except as specifically referred to below.

**10.2 Eligibility.** All nurses regularly scheduled to work at least 20 hours per week (excluding per diem and temporary nurses) are eligible for PTO.

**10.3 Accrual.** PTO shall be accrued on the basis of hours compensated, including hours compensated as PTO or extended illness bank time (but excluding on-call hours compensated under Section 9.7, hours donated pursuant to Section 10.6 and hours cashed out pursuant to Section 10.9), all of which are referred to as accrual base hours, at the accrual rates set forth below.

**10.4 Accrual Rates.** Eligible nurses shall accrue PTO as follows through December 31, 2011:

- A. First through Third Years of employment - .1000 hours of PTO for each accrual base hour (approximately 26 PTO days (208 hours) per year for a full-time nurse).
- B. Fourth through Eighth Years of employment - .1192 hours of PTO for each accrual base hour (approximately 31 PTO days (248 hours) per year for a full-time nurse).
- C. Ninth through Twentieth Years of employment - .1385 hours of PTO for each accrual base hour (approximately 36 PTO days (288 hours) per year for a full-time nurse).
- D. Twenty-First and Subsequent Years of employment - .1577 hours of PTO for each accrual base hour (approximately 41 PTO days (328 hours) per year for a full-time nurse.)
- E. There shall be a maximum PTO accrued balance for each nurse of 600 hours. Once an accrual balance reaches 600 hours, accrual shall stop until the balance is reduced below 600.

Eligible nurses shall accrue PTO as follows effective January 1, 2012:

- A. First through Fourth Year of employment – .10385 hours of PTO for each accrual base hour (approximately 27 PTO days (216 hours) per year for a full-time nurse).
- B. Fifth through Ninth Year of employment – .12308 hours of PTO for each accrual base hour (approximately 32 PTO days (256 hours) per year for a full-time nurse).

- C. Tenth through Fourteenth Year of employment – .13846 hours of PTO for each accrual base hour (approximately 36 PTO days (288 hours) per year for a full-time nurse).
- D. Fifteenth through Nineteenth Year of employment – .14615 hours of PTO for each accrual base hour (approximately 38 PTO days (304 hours) per year for a full-time nurse).
- E. Twentieth and Subsequent Year of employment – .15769 hours of PTO for each accrual base hour (approximately 41 PTO days (328 hours) per year for a full-time nurse.)
- F. Nurses shall not suffer a reduction in accrual rate as a result of implementation of the new accrual rates in Paragraphs A through C above.
- G. There shall be a maximum PTO accrued balance for each nurse of 600 hours. Once an accrual balance reaches 600 hours, accrual shall stop until the balance is reduced below 600.

## **10.5 Use of PTO.**

**10.5.1** PTO may be used as soon as it is earned, up to the amount accrued in the pay period immediately preceding the time off, in accordance with the provisions of this Article. PTO may not be used in advance of its accrual, on regularly scheduled days off, or to claim pay for time lost due to tardiness. Nurses may choose to use accumulated PTO on days they are placed on low census or on-call due to insufficient work or client assignments. Moreover, time off for vacation purposes may not be taken until successful completion of the probationary period.

**10.5.2** Except where otherwise required by law or by a specific provision of this Agreement, PTO must be used for all time off taken by a nurse. If the nurse has no accrued PTO, unpaid time off shall be allowed for illness and emergencies, and may be granted under other extenuating circumstances on a case-by-case basis subject to approval by the nurse's supervisor. When requests for scheduled time off conflict with staffing requirements, preference will be given to PTO requests over requests for time off without pay. PTO may be used at the nurse's discretion for time taken off due to low census.

**10.5.3** Absent unusual circumstances, full-time nurses are encouraged to use at least eighty (80) hours of PTO per year (prorated for part-time employees) for rest and relaxation.

**10.6 Donation of PTO.** A nurse may donate a minimum of one (1) hour and a maximum of 250 hours per year of his or her accrued PTO for the benefit of another employee (1) who has a medical hardship and/or (2) who is a member of the Association negotiating committee, subject to the following:

**10.6.1 Medical hardship.** A medical hardship consists of a medical condition of the employee or of a family member that will require the member's prolonged absence from duty and will result in a substantial loss of income because the employee will have exhausted all accrued PTO. The nurse desiring to donate PTO for another's benefit must submit a written request with a description of the medical hardship. The Agency shall review the request for approval based on a determination of whether the standards for medical hardship have been met.

**10.6.2 Negotiating committee.** Hours donated for the benefit of members of the Association negotiating committee will be transferred by the Agency to committee members as designated by the Association and will be restricted to the time period of negotiations for a successor agreement.

**10.6.3 Irrevocable transfer.** Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

**10.7 Requesting and Granting PTO.** PTO must, except in unusual circumstances, be requested in advance of the time off desired. Consistent with the Agency's and the nurse's responsibilities to provide adequate patient care, the Agency will not unreasonably deny said request. The requesting and granting of PTO shall be in accordance with Appendix B and the Agency's PTO guidelines, provided that the guidelines do not violate any provision of this Agreement.

**10.7.1 Time parameters.** A nurse shall request the supervisor of his/her program to schedule time off by giving notice in writing to the staffing office not more than six (6) months prior to the posting date of the earliest schedule covering such time off. The Agency will respond in writing to such request no later than thirty (30) days after receipt of the request. PTO requests that in whole

or in part fall within a prime time period will be held and considered as a pool to be approved within one week following the end of the request period for that prime time period. There are four (4) distinct prime time periods:

- a. Spring Break: the Friday previous to Spring Break through Sunday of Spring Break. The request period is from August 1 to August 31.
- b. Summer: the Friday previous to Memorial Day through Labor Day. The request period is from November 1 to November 30.
- c. Thanksgiving Break: the Monday prior to Thanksgiving through the Sunday after Thanksgiving. The request period is from April 1 to April 30.
- d. Winter Holiday: starting December 20 through January 1. The request period is from May 1 to May 31.

**10.7.2 Conflicting requests.** When requests are received by the Agency on the same date and the number of PTO requests in the same program exceeds the number of nurses that can be approved during the same time period, nurses who did not use PTO during the same prime time period the previous calendar year will be given preference over those who did. Thereafter, the senior nurse shall be given preference provided he or she (a) requests such seniority preference in writing not later than five (5) days after notification by the Agency of the excess PTO requests, and (b) the nurse shall not be eligible to exercise such right of seniority if he or she exercised it during the preceding two (2) years. If a request is not controlled by rotation or seniority preference, nurses shall be given the opportunity to accommodate each other's conflicting requests, and if not resolved shall then be granted on a random basis. For prime time periods all timely requests will be considered as if they were received on the same date.

**10.7.3 Rescission of authorized PTO.** Except in cases of disaster, the Agency may not rescind PTO once it is granted. A nurse may rescind a PTO request up to 30 days prior to the date when the schedule covering such time off is to be posted. Thereafter, rescission of such requested time off may be accomplished only if the Agency consents.

**10.7.4 PTO guidelines.** The Agency's PTO guidelines may be altered only by agreement between a majority of all impacted nurses and the Agency. Copies of PTO guidelines will be kept in each program and revisions shall be sent to the Association.

**10.7.5 Unscheduled time off.** When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given. A nurse requiring time off without prior approval and on short notice must contact his/her manager, or designee, no later than 0630, unless the employee does not become aware of the reason to be absent until after 0630. A nurse whose scheduled work day begins after 0800 must contact his/her manager, or designee, no later than 1½ hours before his/her start time, unless the employee does not become aware of the reason to be absent until after that.

**10.7.6 At risk nurses.** "At risk" nurses are those nurses who will potentially have insufficient PTO for a requested period of time off. These nurses are to be identified from relevant past absenteeism records and from prior incidents of PTO taken without pay if any have occurred over the prior calendar year. The nurse manager will notify nurses in this category of their status in a timely manner that will reasonably allow them to anticipate the more restrictive PTO approval standard contained in the following paragraph. This notice shall be in writing and note the specific nurse's history resulting in this determination. When an "at risk" nurse has demonstrated satisfactory attendance and PTO usage, as determined by the Agency, the nurse shall be removed from "at risk" status and so notified in writing by the nurse manager.

**a. PTO requests.** An "at risk" nurse must have 100% of the requested PTO in his/her bank at the time of the request. The nurse must submit with his/her PTO request (1) the amount of accrued PTO in the nurse's PTO bank, and (2) the amount of PTO already designated for outstanding approved PTO requests. If the amount of requested PTO exceeds the difference between these two amounts, then the request will be denied. If the request is granted but the information provided is not accurate, the nurse may be subject to disciplinary action, which may include that the nurse's PTO request is rescinded.

**b. Rescinding already-granted PTO requests.** The already-granted PTO request of an “at risk” nurse may, notwithstanding the provisions of 10.7.3, be rescinded if the nurse does not have sufficient accrued PTO at the time of intended use to cover the requested time off.

## **10.8 Payment of PTO.**

**10.8.1** PTO will be paid at the time of use at the nurse’s straight-time hourly wage rate on the nurse’s regularly scheduled hours and classification.

**10.8.2** All accrued but unused PTO will be paid upon termination. A nurse may also cash out up to the full amount of PTO hours the nurse has accrued but not used during the calendar year, provided that the employee makes an irrevocable election in October of the preceding year. Such cashout will be paid at any time after the PTO to be cashed out has accrued for the nurse during the calendar year, as a one-time lump sum payment or as a per pay period amount, but in no event later than December 31 of that year. Except as otherwise provided in this Article, a nurse is not required to cash out accrued PTO and may allow it to accumulate for future use or payment upon termination.

**10.9 Extended Illness Bank.** An Extended Illness Bank will not accrue additional hours and is administered as follows:

**10.9.1** Accumulated but unused hours in a nurse’s Extended Illness Bank may be used after a continuous 2-working day waiting period (one day for per diem nurses) during which the nurse is absent from work due to an injury or illness. PTO must be used during this waiting period if available. The 2-working day waiting period shall be waived for nurses on a pregnancy or parental leave of absence. Extended Illness Bank hours must be requested on a Personnel Change Request.

**10.9.2** After becoming eligible to use Extended Illness Bank hours, such hours may also be used to supplement any Workers’ Compensation or disability insurance payments during a period of disability up to the nurse’s regular hourly rate of pay.

**10.9.3** Hours in the Extended Illness Bank cannot be converted to PTO hours and are not payable upon termination.

## ARTICLE 11 – LEAVES OF ABSENCE

**11.1 General Provisions.** Upon completion of probation, a regular nurse may be granted a leave of absence without pay. All such requests must be presented in writing to the appropriate supervisor as far in advance as possible. Each case will be reviewed and considered for approval by the Agency.

**11.1.1 Non-accrual of service or benefits.** The leave of absence protects the nurse's accrued service record; however, a nurse will not accrue benefits or build service time during an unpaid leave unless the leave is for less than four (4) weeks. For purposes of calculating a nurse's adjusted anniversary date as a result of having taken an unpaid leave of absence, an unpaid leave shall be considered only that portion of the leave of absence that is not compensated.

**11.1.2 Use of PTO.** A nurse will be required to take his or her accrued PTO during the leave, except where required by law.

- a. Notwithstanding the foregoing, for absences greater than thirty (30) days, a nurse will be allowed to leave up to eighty (80) accrued hours remaining in his/her PTO bank. Such a nurse shall designate to the Agency, prior to the announcement of such absence, the date by which compensation for PTO is to be discontinued.
- b. The number of hours of PTO used per week during the leave may not be less than the number of hours that the nurse was regularly scheduled to work.

**11.1.3 Continuation of insurance benefits.** Group insurance benefits for a nurse on a family or medical leave of absence may be continued for up to three (3) months following the last day of the month in which the nurse received compensation. A nurse shall not be eligible for continuation of insurance benefits during a leave of absence for more than three (3) months within any twelve (12) month period, except for a nurse performing light duty work as specified in Section 11.7 below, subject to the self-pay provisions of COBRA. A nurse taking a personal leave of absence shall initially be responsible for self-payment for continued insurance benefits following the last day of the month in which the

nurse received compensation, but shall be eligible following completion of the 12-month period for appropriate reimbursement for premium amounts paid, subject to the provisions of COBRA and to the foregoing limitation in this paragraph.

**11.2 Family and Medical Leave.** Family, pregnancy and medical leaves of absence will be administered by the Agency consistent with applicable state and federal laws.

**11.3 Military Leave.** A military leave of absence will be automatically approved upon the employee's receipt of military orders. Moreover, if a nurse is a member of the armed service reserve organization, a leave of absence of sufficient time may be granted to fulfill annual active duty requirements. A nurse is not required to use his or her PTO during the military leave. No length of service restrictions apply to this policy if the program head is notified at the time of employment or enlistment. Nurses returning from military leave will be treated in accordance with federal and state law.

**11.3.1 Military family leave.** To the extent required by applicable law, leaves of absence will be granted to spouses of members of the U.S. Armed Forces who have been notified of an impending call or order to active duty or who are on leave from deployment.

**11.4 Personal/Educational Leave.** A personal leave of absence may be granted for personal or educational reasons, including the pursuit of study toward an educational degree. A personal leave may be granted for up to one (1) year.

**11.5 Crime Victims Leave.** Leaves from employment for victims of sexual assault, domestic violence or stalking will be administered by the Agency consistent with applicable federal and state laws, including the Oregon Victims of Certain Crimes Leave Act (OVCCCLA).

**11.6 Return from Protected Leave.** Except as specifically provided elsewhere in this article, nurses returning from a protected leave will be reassigned to their former position or an equivalent position. If the nurse is on a leave that is either not protected or has extended beyond the statutory period allowed for the protected leave, and the position has been filled by another nurse, the nurse may bid on any open position suitable to his/her qualifications and interests or, at the nurse's option, may be granted a per diem position in the nurse's previously held shift and program. For

purposes of this provision, protected leave shall include leaves designated as FMLA or OFLA family or medical leave, military family leave, and OVCCLA leave.

**11.6.1 Qualification on right to reinstatement.** Notwithstanding the foregoing, the Agency will not be required to reinstate a returning nurse to his/her former position even had he or she been employed during the leave, provided further that proper notification of layoff or reorganization was made to the nurse in his/her absence.

**11.6.2 Extension.** In the event that a nurse seeks extension of leave following an FMLA-designated or OFLA-designated leave and wishes to involve the Association in the discussion, the Agency and the Association will meet to discuss a potential leave extension.

**11.6.3 Same pay and benefits.** Upon return from a leave of absence, the nurse will receive the same step rate of pay, and accrue benefits at the same service level as prior to the leave of absence.

**11.6.4 Worker's compensation.** In the event of a leave of absence caused by an injury for which the nurse has received worker's compensation benefits, the nurse will be reinstated to his/her former position if the leave is for less than four (4) months. If such injury leave is for (4) months or more, and the nurse's previous position is not available, the first position suitable to his/her qualifications and interests will be offered.

The filling of such suitable and available positions shall proceed in accordance with the job bidding and posting process described in Article 13. Said process shall be modified, however, in the following respects. First, the process shall not continue beyond eight (8) weeks from the date the nurse is released to return to work and is offered the opportunity to apply for a suitable and available position. Second, the process shall not result in the elimination of all suitable and available positions for the injured worker. Accordingly, at the conclusion of the eight (8) week period, or such time when there is no application from a senior qualified nurse whose position would be suitable for the injured worker, whichever occurs sooner, the returning nurse shall be placed in a remaining available and suitable position without regard to the bidding and posting process.

## **11.7 Absences with Pay.**

**11.7.1 Bereavement.** After 90 days of employment, a nurse who has experienced a death of a significant person in the family life of the nurse will be granted up to thirty-six (36) scheduled hours with pay within fourteen (14) consecutive calendar days from notice of death. For purposes of this paragraph, a significant person in the family life of the nurse shall be defined as a grandparent, parent, spouse, sibling, child, grandchild, the step or in-law equivalent of parent, sibling or child, or a person who was an integral part of the employee's household. If the nurse is scheduled for less than 36 hours during the unanticipated absence, the employee will be granted bereavement leave for the total number of scheduled hours during that period. Per diem nurses may receive bereavement leave only when scheduled in advance to work and the bereavement leave conflicts with the scheduled work. All bereavement leave requests must be approved by the nurse's supervisor prior to the leave. If additional time for the leave is necessary, the nurse must request PTO for such additional time and obtain the supervisor's approval in advance. The supervisor has the right to require proof of death (i.e., a copy of the death certificate) from the nurse.

**11.7.2 Jury duty.** A nurse who is required to perform jury duty will be permitted the necessary time off to perform such service. The nurse will be paid the straight time rate of pay for the scheduled work days missed. The jury pay received from the court will be assigned to the Agency. The nurse must report for work if his/her jury service ends on any day in time to permit at least four (4) hours of work in the balance of the normal work day. A nurse on jury duty will be assigned work day hours of 8:00 a.m. to 5:00 p.m. for the period of required jury service.

**11.7.3 Court witness.** Nurses who are subpoenaed or requested by the Agency to appear as a witness in a court case during their normal time off duty will be compensated at the straight time rate of pay for the time spent in connection with such an appearance. The court witness pay will be assigned to the Agency.

**11.8 Light Duty.** A regular nurse on worker's compensation who is assigned light duty work pursuant to the policies of the Agency's Employee Health Department shall continue to be eligible for accrual of PTO and accrual of seniority, and shall be eligible for continuation of retirement benefits and continuation of insurance benefits in accordance with the terms of the applicable benefit plan.

## **ARTICLE 12 – SENIORITY**

**12.1 Seniority.** Seniority shall mean length of continuous service as a nurse with the Agency, combined with length of continuous service as defined in the professional agreement between the Association and the Medical Center covering the acute care unit. Agency seniority shall be computed on the basis of hours paid as a nurse since the most recent date of hire by the Agency. A nurse must be continuously employed with the Agency, the Medical Center or PeaceHealth Oregon Region (PHOR) for the application of combined bargaining unit seniority.

**12.2 Service Outside Bargaining Unit.** A nurse who has accepted or accepts employment in a position outside the scope of this Agreement, and outside the scope of the professional agreement between the Association and the Medical Center covering the acute care unit, and who is later employed by the Agency as a nurse hereunder, without a break in Medical Center or PHOR service, will be credited with his/her previously accrued seniority as a nurse under this Agreement, his/her PTO accrual rate based upon total consecutive years of Medical Center or PHOR service, and no less than his/her previously existing wage rate (including credit for prior service within the pay step) as a nurse, and will not be on probationary status as a result of such return to the bargaining unit. Following ratification of this Agreement, and upon the request of an individual nurse, the Agency shall recalculate the seniority of the nurse to include any years of PHOR service not previously included in the nurse's seniority.

**12.3 Recent Hires.** The Agency shall prepare and furnish to the Association a seniority list within thirty (30) days of the close of the last pay periods in the months of November, February, May and August. Seniority shall be fixed upon issuance of each such list until the next seniority list is issued. Nurses hired between these quarterly seniority lists shall be deemed to have less seniority than all nurses on the most recent such list. The length of continuous service of such a nurse shall be based on his/her most recent date of hire (not hours) until the nurse is placed on a seniority list, at which

time the nurse's length of continuous service shall be computed on the basis of hours paid since the most recent date of hire.

**12.4 Loss of Seniority.** Length of service shall be broken by (1) layoff for lack of work which has continued for twelve (12) or more consecutive months; (2) leave of absence, other than a military or worker's compensation leave, which has continued for twelve (12) or more consecutive months; or (3) termination.

**12.5 Seniority Reinstatement.** Any non-probationary, non-temporary nurse who terminates from employment at the Agency or the Medical Center and is rehired by the Agency to a position covered by this Agreement within a period of less than one year from the date of termination will (a) be returned to the nurse's same wage step and position within the wage step as prior to termination, (b) not be required to complete a new probationary period, (c) have his/her seniority restored exclusively for purposes of this Article, and (d) continue receiving the same employer matching retirement contribution the nurse had been receiving prior to termination.

## **ARTICLE 13 – FILLING OF VACANCIES**

**13.1 Filling of Vacancies.** The Agency shall post vacancy notices for a minimum of seven (7) calendar days. Postings shall identify the minimum qualifications, program, regular hours, and number of hours per week of the position. Qualifications will be based on program needs and will not be developed in order to favor a particular applicant.

**13.1.1** A nurse who has received a written corrective action within the previous twelve (12) months may be denied a transfer to a position in a different nursing program, unless the nurse has made satisfactory progress, as determined by the Agency, on an existing action plan. The Agency will, at least two (2) business days before denying any transfer under this section, notify the Association and the affected nurse in writing of its intent to deny the transfer and, upon request, meet with the Association and the nurse before taking this action.

**13.2 More Than One Qualified Candidate.** If the candidates under consideration for a posted position in a program other than a Coordinator position are from that same program, the position will be awarded based on seniority. In all other cases, if more than one applicant for the position meets the minimum qualifications, the most senior qualified nurse then employed in the Agency who applied during the posting

period will be given the first opportunity to fill the vacancy, subject to the following exception: A more qualified nurse with less seniority may instead be awarded the position if (1) both candidates have been employed at the Agency for greater than one calendar year, and (2) the nurse is clearly more qualified for the position based upon (a) qualifications as evidenced by documented experience, certifications, educational or workshop credits, or similar materials, and/or (b) demonstrated abilities as evidenced by documented satisfactory, exemplary or specialty service in a performance evaluation or other document(s). The Agency's choice of the most senior qualified nurse shall not be subject to challenge under the grievance procedure.

**13.2.1 Nurses under written corrective action.** A nurse who has received a written corrective action within the previous twelve (12) months may be denied a transfer to a position in a different program, unless that nurse has made satisfactory progress on an existing action plan as determined by the Agency. The Agency will, at least two (2) business days before denying any transfer under this section, notify the Association and the affected nurse in writing of its intent to deny the transfer and, upon request, meet with the Association and the nurse before taking this action.

**13.2.2 Trial transfer period.** A staff nurse who transfers from one program to another shall be on a one-month trial period following orientation, as long as such trial period does not extend beyond three (3) months from date of transfer. If, during such trial period based upon performance, the Agency or the nurse determines that the nurse should not be continued in the new position, the nurse shall be returned to his/her former position (if available), with in-program seniority restored, or to his/her original program as a per diem nurse.

**13.3 Patient Care Coordinators.** Patient care coordinator vacancies shall be filled on the basis of seniority, provided that the demonstrated skills and the documented qualifications and experience of the nurses applying for the position are substantially equal. Patient care coordinators will be selected with input from a program-based nursing service interview committee including staff-selected bargaining unit members. The nurses interviewed shall be given the opportunity to supply the committee with a brief written resume, summarizing the candidate's past experience, length of experience, reason for application and qualifications.

**13.4 In-Program Seniority.** A nurse will have “program preference” if, as of the date of posting, the nurse has been continuously assigned to the program where the vacancy exists for at least one year previous to and including such date. Nurse applicants who have program preference in the program where the vacancy exists will have their seniority multiplied by three (3) for the purpose of comparing their seniority with that of other qualified applicants. Nurse applicants who have returned from a leave of absence without pay to a position other than in their former program, and who had program preference when they began such leave, will be deemed to have program preference as of the date of posting if the vacancy occurs within six (6) months after beginning such leave and the nurse specifies on his/her application that such preference is being sought. Per diem nurses will be eligible to earn program preference as follows: Per diem nurses entering per diem positions will be deemed to be in the program into which they are hired or transferred.

**13.5 Posting/Bidding Exceptions.** No vacancy under this section will be deemed to have occurred when the Agency, in its discretion and with the consent of the nurse, decreases the scheduled hours per week of a nurse by no more than one shift. Moreover, no vacancy will be deemed to have occurred if the Agency, in its discretion and in lieu of posting, desires to increase the scheduled hours per week of a nurse by no more than one shift. Such hours will be posted in the program involved for seven (7) calendar days. The qualified senior, part-time nurse applicant whose primary job class is in the program where such hours will be scheduled, will be given the first opportunity for such hours.

**13.6 Temporary Nurse Bidding.** Any temporary nurse without seniority shall be treated as an outside applicant for purposes of job bidding.

**13.7 Regional Assignment.** Available regularly scheduled regional patient care assignments shall be noticed to bargaining unit nurses by in-house voice mail. The Agency shall offer these assignments to the senior nurse that expresses an interest in writing within seven (7) calendar days of the notice. When no nurse has expressed an interest in the assignment, it shall be assigned to the least senior qualified nurse for a period not to exceed twelve (12) months.

**13.8 Position Review.** Per diem nurses shall not be utilized in lieu of posting a new regular position. At the request of the Association, the Agency and the Association

will jointly review the staffing pattern and the utilization of per diem and other nurses in a program and shift to determine whether additional regular positions/hours should be posted.

## **ARTICLE 14 – WORK FORCE REDUCTIONS AND REORGANIZATIONS**

**14.1 Work Force Reductions.** The Agency retains the right to determine whether a permanent or prolonged reduction in personnel is necessary, the timing of such reduction in personnel, the number of FTEs to be eliminated, and the program(s) in which such reduction shall occur.

**14.1.1 Definition.** A workforce reduction occurs whenever one or more bargaining unit members experiences the loss of regularly scheduled hours of greater than one shift per week.

**14.1.2 Order of reduction.** Reduction or displacement shall occur in the following order: temporary nurses, volunteers, probationary nurses and regular nurses.

**14.1.3 Procedure.** The least senior nurse in the program where the workforce reduction occurs, which shall include the application of in-program seniority as defined in Section 13.4, shall be the first to be displaced, provided that the nurses remaining in the program have the skills and ability to immediately perform the necessary work. Displaced nurses in the affected program shall, in order of seniority, have the right to bump into the position of the least senior nurse(s) in the bargaining unit for which such nurses have the skills and ability to immediately perform the necessary work.

**14.1.4 Layoff status.** Displaced nurses who are not qualified for an open bargaining unit position shall be on layoff status as of the date of displacement. Such nurses may choose to be placed in the Special Projects Pool in accordance with the PHOR Employment Security Policy and the provisions of Appendix C. Except where otherwise expressly provided, benefits and seniority shall not accumulate during the layoff period.

**14.1.5 Notice.** The Agency shall provide at least fourteen (14) calendar days' advance notice to displaced nurses. It shall also give the Association written notice prior to instituting such action. The Agency will meet with the Association, upon request, to discuss such action, provided that the Association

promptly responds so as to allow the Agency to implement such reduction in personnel within twenty (20) days of receipt of such written notice. Failure to act in such prompt manner shall constitute a full and unequivocal waiver of the Association's right to participate further in this process.

**14.1.6 Performance of remaining work.** The work remaining after a workforce reduction shall be performed by currently employed nurses until the Agency determines that recall shall be initiated. Neither temporary nurses nor contracted nurses shall be utilized to perform bargaining unit work as long as nurses qualified for and interested in such work remain on layoff status. Nor shall per diem nurses be utilized to perform work on a regularly scheduled basis that could be performed by a nurse on layoff status who is qualified for and interested in being recalled for such work.

**14.1.7 Recall.** Nurses shall have reemployment rights in the reverse order of layoff. When reemployment is offered by verbal or certified written notice to a nurse who has been laid off, the nurse will have 72 hours to accept or reject the position(s) offered. The Agency shall offer all open and available bargaining unit positions to nurses on layoff status. If the nurse fails to respond within the 72 hours, or if the nurse rejects all positions for which he or she is qualified, the nurse forfeits all further right to recall, and employment with the Agency shall be terminated. It shall be the responsibility of the nurse who has been laid off to provide the Agency with the current telephone and/or address where he/she may be reached. Nurses outside the Agency shall not be employed for a vacancy in the bargaining unit if there is a nurse on the layoff list with interest in the vacancy and with the required experience and qualifications.

**14.2 Low Census.** In the event of low census days/hours, nurses shall be placed on low census in the Agency in the following order: (1) "agency" traveler and temporary nurses, (2) nurses working at a premium rate of pay, including sixth and consecutive day pay unless the low census shift is a night shift, (3) volunteers, (4) per diem nurses scheduled following the posting of the work schedule, (5) regular nurses who are working that shift in excess of their regularly scheduled hours, (6) per diem nurses scheduled on the posted work schedule, and (7) finally, by a system of equitable rotation among the remaining nurses, provided the remaining nurses shall be qualified and available to perform the available work. For purposes of this provision, equitable

rotation shall be defined as a system that assures that individual nurses over a span of two (2) consecutive work cycles do not bear a burden of placement on low census disproportionate to their assigned FTE. Nurses who are intermittently assigned to an area shall be deemed qualified to perform in those areas for purposes of low census staffing adjustment.

**14.2.1 Disproportionate share.** If the Association believes that nurses in a team have taken a substantially disproportionate share of such involuntary days off during the period of the preceding posted time schedule, in comparison with other teams, the Association may bring this to the attention of the Agency. Two Agency representatives will then meet with two nurses designated by the Association to review the involuntary days off data and, if such actual share is substantially disproportionate, to discuss means of avoiding continuance or recurrence of such disproportionate share, and to remedy the inequitable assignments.

**14.2.2 Partial cancellation.** In the event of a partial cancellation of a nurse's regular hours, the low census hours shall occur consecutively at the end of the scheduled hours unless otherwise mutually agreed between the nurse and the Agency.

**14.2.3 Excess low census.** If low census results in a reduction of at least 10% of the core scheduled hours in a nursing program over a span of three (3) consecutive cycles, representatives of the Agency and the Association shall meet to consider ways to remedy the situation, including potential reorganization and/or implementation of layoffs as provided in this article. All time that a nurse is prevented from working his/her scheduled hours because of low census will be included in calculating these percentages, regardless of whether the nurse uses PTO for any of the low census hours. Furthermore, whenever a nurse's scheduled work hours are reduced by more than 25% in a given cycle because of low census, the Agency will seek to provide that nurse, upon written request from the nurse, any available work on the nurse's regular shift that the nurse is qualified and able to perform.

**14.3 Work Force Reorganization.** The provisions of this section shall apply in the event of a work force reorganization that does not involve layoffs. A work force

reorganization shall include staffing changes resulting from a merger or consolidation of two or more programs, increases or decreases in FTE status among bargaining unit members, and changes of positions within a program.

**14.3.1 Notice.** Prior to implementing a work force reorganization, the Agency will provide the Association a detailed tentative reorganization plan at least sixty (60) days in advance of the scheduled implementation date.

**14.3.2 Bargaining rights and obligations.** The Agency shall, upon demand by the Association, bargain the impact of the work force reorganization. The parties' bargaining rights and obligations shall be as follows: The Agency shall agree to meet on a minimum of three (3) occasions during the allotted 60-day period. At the conclusion of the 60-day period, unless the parties agree otherwise in writing, bargaining over the proposed reorganization plan shall be deemed to be at an impasse and the Agency shall have the right to implement the terms of its last proposal to the Association.

**14.3.3 FTE reductions.** In the event a program reorganization involves reductions in FTEs, the procedure outlined in Section 14.1.3 shall be followed.

**14.3.4 FTE increases.** In addition to the procedural obligations of this section, the Agency agrees that it shall not implement increases in bargaining unit members' FTE status without the Association's consent. The Association agrees to work collaboratively with the Agency in a sincere and cooperative attempt to reach consent in the event the Agency has proposed such increases, and to exercise a leadership role in this regard.

## **ARTICLE 15 – HEALTH AND WELFARE**

**15.1 FlexAbility Program.** All nurses in regular, established positions who are consistently scheduled for forty (40) or more hours per two-week period shall be eligible, as of the first day of the month following the first full month of employment, to participate in the FlexAbility program offered by Sacred Heart Medical Center. Employees shall continue to be offered benefit options, in accordance with the terms of the FlexAbility program, with regard to medical plan, dental plan, vision plan, long-term disability coverage, life insurance, AD&D insurance, and healthcare and dependent care spending accounts. Medical and dental coverage shall continue to be extended to legally domiciled adults as defined in the FlexAbility program. Insurance plans that are

a part of the FlexAbility program shall be governed by the provisions of this Agreement and by the applicable master plan document, if any. The Agency shall forward to the Association plan changes and insurance amendments at least ninety (90) days prior to implementation, and rate changes at least sixty (60) days prior to implementation.

**15.1.1 Premiums.** The Agency shall continue its current level of premium contributions through December 31, 2011. Effective January 1, 2012, the Agency shall contribute for each medical plan offered a dollar amount sufficient to cover the following portions of the total premium costs for the In-Network Plan for nurses regularly scheduled to work as follows:

35-40 hours /week = 100% employee only / 85% all other tiers

29-34 hours /week = 80% all tiers

20-28 hours /week = 70% all tiers

The Agency shall contribute additional dollar amounts in the same percentages, respectively, for any increases in premium costs for the In-Network Plan during the term of this Agreement.

The Agency shall also contribute for each dental plan offered a dollar amount sufficient to cover seventy percent (70%) of the premium costs for the Dental Basic plan for all tiers of dental insurance coverage for nurses regular scheduled to work at least 32 hours per week, and fifty percent (50%) of the premium costs for said plan for all tiers of dental insurance coverage for nurses regularly scheduled to work a minimum of 20 but less than 32 hours per week.

**15.1.2 Benefit maintenance and changes.** The Agency shall continue the current or a substantially equivalent level of aggregate benefits existing under the FlexAbility program, for each of the following insurance plans: medical, long-term disability, dental, life, vision, and spending account. In the event that the Agency does not maintain a substantially equivalent level of aggregate benefits under any of these insurance plans, as determined by an independent actuary retained by the Agency, the Agency shall notify the Association of the proposed changes and shall meet with the Association, upon request, to bargain over the proposed changes prior to their implementation. The provisions of Article 19 shall be waived for the duration of such bargaining. For purposes of

this paragraph, “benefits” refer to benefits offered under the plan design but excluding rate amount.

**15.1.3 Information requests.** The Agency shall respond to all reasonable information requests from the Association regarding insurance plan premiums and plan design in a timely manner, and shall regularly provide plan utilization and actuarial data upon request. Requested information related to insurance changes shall be shared with the Association as soon as it is available and prior to the implementation of premiums during enrollment each insurance year.

**15.1.4 Health care reform changes.** Bargaining unit nurses will receive the same benefits resulting from federally legislated health care reform changes that other employees of the Agency receive.

**15.2 Employee Health Services.** At the beginning of employment and thereafter as determined by the Agency based on a TB assessment, the Agency shall arrange to provide tuberculin tests and x-rays, if necessary, at no cost to the nurse. Laboratory examinations when indicated because of exposure to communicable diseases while on duty shall be provided by the Agency at no cost to the nurse.

**15.3 Retirement Plan.** The Agency shall continue to offer all eligible nurses a retirement plan which offers a level of benefits substantially equivalent to the current plan and consists of a noncontributory Base Plan, matching contributions from the Employer, and a tax-sheltered annuity plan.

**15.4 Health and Safety.** The Agency and the Association agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The parties further agree to promote all practices necessary to assure safety in the workplace and to work collaboratively in developing additional policies and practices to that end.

**15.5 Pharmacy Benefit for Retirees.** The Agency shall participate in the Medical Center’s program that allows all eligible retiree nurses and their spouses/domiciled adults to purchase pharmaceuticals at Medical Center cost, plus a dispensing fee, from PeaceHealth Oregon Region pharmacies. To be eligible for this benefit, the retiree nurse must have (1) reached age 55, (2) had at least ten (10) years of service within the PeaceHealth system, (3) been in a benefited position at the time of retirement, and (4) been enrolled in the Medical Center’s self-insured pharmacy benefit

at the time of retirement. The program shall be subject to termination if the Medical Center ceases its self-insured pharmacy benefit, or if a national or state legislated pharmacy plan that is at least substantially equivalent to the Medical Center's plan becomes available to retiree nurses covered by this program.

**15.6 Communicable Diseases.** When a nurse is required by the Agency to be absent from all work because of exposure to a serious communicable disease, which likely occurred while on duty as determined by Employee Health, the Agency will pay the nurse at the nurse's straight-time rate of pay for scheduled hours lost, for up to fourteen (14) days. This section will not be applicable when (a) the nurse is eligible for workers' compensation or other disability insurance benefits for which the Agency has made contributions, or (b) the nurse, after having received actual or constructive notice in writing of this provision, has refused the Agency's offer of timely vaccination in connection with such disease except for medical reasons. In the event of a potential epidemic, the Association and the Agency will meet to discuss guidelines for maintaining employee and patient safety and compensation for hours lost.

## **ARTICLE 16 – PROFESSIONAL DEVELOPMENT**

**16.1 Performance Assessment.** In order to promote professional development, each nurse will be assessed and counseled regarding competencies and goals by his/her immediate supervisor, or designee, on at least an annual basis. Assessment and goal setting is a collaborative process which may include self-assessment, goal setting, and/or peer review. The nurse will select those individuals who may participate in that nurse's peer review, and the contents of these peer reviews shall remain confidential. The nurse will be shown all final written assessment and goal statements and have the right to respond in writing to such documentation. Both the assessment and goal statements, and the response, will be placed in the nurse's personnel file. A copy of the assessment and goal statements will be furnished to the nurse.

**16.1.1** The performance assessment is not intended to be a mechanism for disciplinary action, but may be referenced in future disciplinary actions. Employees who do not meet standards in specific areas will be expected to develop an action plan to bring their competencies up to standard. These action

plans are to be mutually agreed upon between the individual nurse and his/her immediate supervisor or designee.

**16.1.2** Nursing competency and skills checklists shall be reviewed and amended on each nursing program, as appropriate, by the Professional Nursing Care Committee.

**16.2 Continuing Education Program.** Professional development is a shared responsibility. The Agency agrees to maintain a continuing education program for all nurses. Each nurse is encouraged to present suggestions for improving the program to his/her supervisor. Nurses are expected to attend inservice educational functions during their normal shifts, with the prior approval of the Agency. When it is not possible for a nurse to attend a voluntary inservice educational function during his or her normal shift, the nurse may choose to attend and be compensated for that function held at an alternative time outside of his or her normal shift, provided that the nurse's attendance does not otherwise cause the nurse to receive a premium or overtime rate of pay. In the event a nurse is required by the Agency to attend inservice educational functions or staff meetings outside of his/her normal work hours, time spent at such functions will be considered as time worked under this Agreement. A minimum of one (1) hour's pay shall be paid for attendance under the preceding sentence, if the time spent at such functions is not continuous with the nurse's normal work hours. Voluntary educational functions and staff meetings outside of a nurse's scheduled hours shall be compensated at the nurse's straight-time rate of pay without a minimum one (1) hour requirement.

**16.3 Educational Hours and Expenses.** The Agency shall provide an annual maximum of 750 educational hours paid at straight-time rates for nurses who have been employed by the Agency for at least six (6) months, to attend non-mandatory educational programs either on site or off site. The Agency shall further provide an annual maximum of \$11,500 to assist participating nurses in meeting registration fees and related expenses in conjunction with attending such educational programs. Such days and funds shall be allocated proportionally to each program, subject to being pooled together on or after April 1 of each year and determined based on protocols set by the Professional Nursing Care Committee. Educational days and funds must be used for bona fide education related to the nurse's position or likely nursing opportunities within the Agency, which will benefit both the Agency and the nurse.

**16.3.1 Hours compensated.** A nurse granted time off to attend an educational program outside of the Eugene/Springfield area shall be compensated eight (8) hours at the nurse's regular rate of pay. A nurse granted time off to attend an educational program in the Eugene/Springfield area of less than six (6) hours, on the nurse's regular scheduled day of work, shall have the opportunity to work for the remainder of his/her eight-hour work day, to avoid a reduction in hours compensated.

**16.3.2 Procedure and program guidelines.** Requests for educational days should be made no later than two (2) weeks prior to the posting of the schedule covering the period in which the days are sought. The Agency will respond as soon as possible, but no later than the posting of such schedule. If nurses are concerned about registration or refund deadlines, they shall make such concerns known, with supporting documentation, at the time of the request for educational days. Approval of educational day requests shall be subject to staffing needs on the date(s) requested and shall not be unreasonably denied. When the full number of educational day requests cannot be approved, preference will be given to the earliest received request(s). A nurse's education day request shall not be granted if the same day has previously been granted as PTO.

**16.3.3 Criteria for use.** Educational days and funds must be used for bona fide education related to the nurse's current position or likely nursing opportunities at the Agency, which will benefit both the Agency and the nurse. Educational offerings for basic core competencies required for the nurse's current position shall be excluded. The days and funds utilized for non-mandatory in-house educational offerings shall be limited to formalized public class or workshop offerings typically associated with CEU credits or nursing practice enhancement, unless otherwise approved by the Professional Nursing Care Committee. The Committee shall determine compliance with these fund criteria. The Agency may require nurses to make oral and/or written presentations regarding their educational experience to other Agency staff.

**16.3.4 Disclaimer of liability.** The Agency assumes no liability whatsoever for any nurse while traveling to or from or attending any non-Medical

Center related outside activity, off the premises of the Medical Center, to the extent allowable by law.

**16.4 Tuition Reimbursement.** In addition to the funds available under Section 16.3 herein, the Agency shall provide an annual maximum of \$5,000 to assist regular nurses, in the aggregate, in meeting the cost of tuition, books and associated expenses for classes that are part of a program to obtain a BSN or MSN. To qualify for reimbursement, the nurse must successfully complete the class or program with at least a grade of C for undergraduate courses, or a grade of B for graduate courses. The Agency and the PNCC shall be jointly responsible for developing and periodically revising the criteria and parameters pertaining to access and distribution of these funds.

## **ARTICLE 17 – PROFESSIONAL NURSING CARE COMMITTEE**

**17.1 Recognition.** A Professional Nursing Care Committee shall be established at the Agency. Its objectives shall include:

- A. Coordinating constructive and collaborative approaches with the Agency to problem solving regarding professional issues.
- B. Considering the improvement of patient care.
- C. Considering issues related to the practice of nursing.
- D. Working to improve patient care and nursing practice.
- E. Recommending to the Agency ways and means to improve patient care.

**17.2 Responsibility.** The Agency recognizes the responsibility of the Committee to make written recommendations to the Home Health Director regarding objective measures to improve patient care and to advise and assist the Agency regarding guidelines and priorities for expenditures from the professional development funds specified in Article 16.3. The recommendations will be duly considered. A written response will be made to the Committee within ten (10) working days or a mutually acceptable period of time. The Agency will thereafter give due consideration to the recommendation and will advise the Committee of action taken.

**17.3 Composition.** The Professional Nursing Care Committee shall be composed of up to five (5) registered nurses employed at the Agency and covered by this Agreement. The Committee members shall be elected annually by the registered

nurse staff covered by this Agreement at the Agency and shall serve staggered two-year terms to ensure continuity. Vacancies on the Committee may be filled by appointment at the discretion of the Association. The Committee shall annually elect one person from within the Committee to serve as chairperson. When practical, at least one representative covered by this Agreement should be selected from home infusion, home health, and hospice.

**17.4 Committee Meetings.** The Committee shall, with the Home Health Director's coordination of time and place, schedule monthly meetings periodically, as deemed appropriate by its members. The Committee shall be entitled to a total maximum of fifteen (15) hours each calendar quarter, payable at each nurse's regular straight time rate of pay, for the purpose of conducting Committee business. In addition, a representative from the Committee shall be compensated at his/her regular straight time rate of pay for the purpose of attending meetings of an interdisciplinary Patient Care Committee and other special projects to which the Agency mutually agrees. Committee meetings shall be scheduled on a regular basis, and the Agency will make every reasonable effort to release Committee members from duty when necessary so that they may attend scheduled meetings. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Home Health Director and the Oregon Nurses Association.

**17.5 Agenda.** Appropriate agenda items may be submitted for consideration to the chairperson of the Committee from members of the nursing staff and Agency administration. These shall include, but not be limited to, patient safety, employee safety, quality improvement and development and amendment of nursing competency and skills check lists. Items involving the interpretation of this Agreement will be excluded from discussion by this Committee unless a mutually agreed special project necessitates such discussion.

**17.6 Staffing.** The Agency further recognizes the responsibility of the Committee to consider staffing issues, and to facilitate communications between bargaining unit members and management regarding staffing issues that arise. Moreover, in the mutual interest of resolving such issues internally whenever possible, the Committee shall meet with the Director of Home Care regarding any issue involving unsafe staffing or patient care that they are considering taking to an outside agency. In

addition, the PNCC will notify the chief nurse executive in writing prior to contacting such agency.

Nurses are encouraged and expected to notify their supervisor of staffing issues. The Association will make available copies of the ONA Staffing Request and Documentation Form on each nursing program and shift. The Agency will assure that documentation of staffing deficiencies and requests are not discouraged. A nurse who fills out such a report shall submit it to his/her immediate supervisor with a copy to the Committee for concurrent review. A member of nursing administration, upon the Committee's request, will attend the Committee's next scheduled meeting to review with the committee any such reports received within the past month. The appropriate nursing administrator or designee shall respond within one month in writing to each nurse submitting such a report and will send a copy to the PNCC chair.

## **ARTICLE 18 – NURSING CARE DELIVERY**

**18.1 Legal Authority.** The Agency recognizes the legal and ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the registered nurse in his or her individual practice.

**18.2 Nursing Assessment.** Only the registered nurse coordinates a patient's total nursing care needs, including assessment, diagnosis, planning, intervention and evaluation.

**18.3 Delegation.** A registered nurse will not be required or directed to assign or delegate nursing activities to other personnel in a manner inconsistent with the Oregon Nurse Practice Act.

**18.4 Electronic Medical Records (EMR).** Hands-on time spent by nurses utilizing the EMR system to upload and download patient information will be treated as paid time. It is expected that such activity will be incorporated into the nurse's regular workday. The Agency agrees to seek input from the PNCC in conjunction with the development of protocols for use of the EMR system and equipment. Nurses who observe written Agency protocols for use of the EMR system and equipment will not be held responsible for any loss or disclosure of patient information that may occur as a result of their use of the system or equipment.

## **ARTICLE 19 – NO STRIKE, NO LOCKOUT**

**19.1** In view of the importance of the operation of the Agency facilities in the community, the Agency and the Association agree that, during the term of this Agreement, (a) there will be no lockouts by the Agency, and (b) neither the nurses nor their agents or other representatives shall authorize, assist or participate in any strike, including any sympathy strike, picketing, walkout, slowdown, or any other interruption of work by bargaining unit nurses, including any refusal to cross any other labor organization's picket line. This provision shall not be interpreted to prohibit nurses from voicing conscientious quality of patient care concerns in any manner other than as specifically set forth above.

## **ARTICLE 20 – GENERAL PROVISIONS**

**20.1 Sale or Transfer.** In the event the Agency is sold, leased, or otherwise transferred to be operated by another person or firm, the Agency shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Agency shall have no further obligation hereunder. The Agency will also provide notice to the Association of any such sale, lease or transfer at least ninety (90) days prior to the closing date.

**20.2 Superseding Document.** This Agreement constitutes the entire Agreement and understandings arrived at by the parties after negotiations and replaces all previous agreements, written or oral.

**20.3 Bargaining During Agreement.** 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 or matter not removed by law from the parties' consideration, and that all written agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, excluding the parties' legal obligation to bargain the alteration of existing terms or working conditions of employment. 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.

**20.4 Non-Reduction of Benefits/Past Practices.** The signing of this Agreement shall not result in a reduction of benefits or terms and conditions of employment that are currently in effect and are not expressly covered herein, provided that such benefit or working condition is well established at the Agency. In addition, past customs or practices shall not be binding on the parties unless they are well established. Well established practices which affect the terms and conditions of employment of the bargaining unit shall not be unilaterally reduced or discontinued by the Agency without first bargaining with the Association. For purposes of this paragraph, “well established” shall mean that the benefit or working condition is unequivocal and readily ascertainable as an established practice accepted by both the Association and the Agency over a reasonable period of time.

**20.5 Labor Management Team.** A joint team consisting of Agency representatives and bargaining unit representatives shall meet at least quarterly with the intent of proactively resolving contract and other workplace issues. These meetings shall be utilized to clarify contract interpretations, address workplace issues as they arise, and reach new supplemental agreements when necessary. Time spent by bargaining unit members of the team attending such meetings shall be compensated at the nurse’s regular rate of pay. The Agency will seek in good faith to allow nurses the necessary time off for participation in team meetings, subject to the operational requirements of the Agency. Nurses shall not suffer a loss of scheduled hours due to their participation in team meetings, provided they are willing to work the make-up hours (at the regular rate of pay) necessary to reach their scheduled status.

**20.6 Process Improvement Teams.** Nurses will be invited to participate on process improvement teams (“Teams”). There will be meaningful inclusion of nurses in these discussions and processes and nurses’ participation on Teams will be in numbers sufficiently meaningful to represent their perspective. Lists of Team appointees will be accessible on-line. All time spent by bargaining unit members participating on Teams will constitute working time and will be compensated accordingly. The Agency will seek in good faith to allow nurses the necessary time off for participation in Team activities, subject to the operational requirements of the Agency. Nurses shall not suffer a loss of scheduled hours due to their participation on Teams, provided they are willing to work the make-up hours (at the regular rate of pay) necessary to reach their scheduled status.

**20.7 Separability.** In the event that any provision of this Agreement shall at any time be declared invalid by any court or government agency of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 21 – DURATION AND TERMINATION**

**21.1 Duration.** This Agreement shall be effective the first full payroll period following its ratification by the nurses, except as otherwise specifically provided for herein, and shall remain in full force and effect through June 30, 2012, and from year to year thereafter if no notice is served as hereinafter provided.

**21.2 Notice of Modification or Termination.** If either party wishes to modify or terminate this Agreement, it shall serve notice of such intention upon the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration or subsequent anniversary date. In the event that notice of modification only is provided, the terms of this Agreement shall remain in effect and shall thereafter be terminated only upon written notice of termination provided by either party.

SIGNED this 2<sup>nd</sup> day of September, 2010.

SACRED HEART MEDICAL CENTER d/b/a  
SACRED HEART HOME CARE SERVICES

Katherine E. Schiffer

OREGON NURSES ASSOCIATION

Maureen Smith  
Billy Lindros, RN  
Debbie P. De  
Joan McLean  
Christie Tull RN  
Shirley Hopfeld RN

**Appendix A**  
**WAGE RATES**

**Section 1.** Nurses shall receive the following hourly wage rates effective the first full pay period subsequent to the following dates:

| <u>Step</u> | <u>July 1, 2010</u> | <u>January 1, 2011</u> | <u>July 1, 2011</u> |
|-------------|---------------------|------------------------|---------------------|
| 1           | 29.60               | 29.89                  | 30.94               |
| 2           | 30.49               | 30.80                  | 31.88               |
| 3           | 31.49               | 31.81                  | 32.92               |
| 4           | 32.51               | 32.84                  | 33.98               |
| 5           | 33.62               | 33.96                  | 35.15               |
| 6           | 34.79               | 35.14                  | 36.37               |
| 7           | 36.09               | 36.45                  | 37.72               |
| 8           | 36.85               | 37.22                  | 38.52               |
| 9           | 37.60               | 37.97                  | 39.30               |
| 10          | 39.18               | 39.57                  | 40.95               |
| 11          | 40.86               | 41.27                  | 42.71               |
| 12          | 41.79               | 42.21                  | 43.68               |
| 13          | 42.70               | 43.13                  | 44.64               |
| 14          | 43.66               | 44.10                  | 45.64               |
| 15          | 44.65               | 45.09                  | 46.67               |

**Section 2.** Advancement to higher steps:

- A. Nurses will move from Step 1 through Step 6 after one (1) year of service as a nurse at the previous step, beginning with Step 1.

- B. Nurses will move from Step 6 through Step 14 after two (2) years of service as a nurse at the previous step, beginning with Step 6.
- C. Nurses will move from Step 14 to Step 15 after three (3) years of service as a nurse at Step 14.

**Section 3. CARE Award Plan.** Bargaining unit nurses will be eligible to participate in the Caregivers Achievement Reward Earned (CARE) Award Plan, in accordance with the terms of the Plan as determined by the Agency in its sole discretion, in the same manner and for as long as the Plan applies to all other employees of the Agency.

**Section 4. Exceptional Performance Award Program.** The Agency shall continue to make the Exceptional Performance Award Program available to bargaining unit nurses in the same manner it is made available to other staff. Exceptional performance shall be determined by measuring a nurse's performance against his/her job description and unit-specific job requirements. A nurse qualifying for an exceptional performance award, based on the results of the annual assessment and completion of the goal(s) addressed on the assessment, shall receive in the fall an award amount equivalent to 0.5% of the nurse's total wages in the prior fiscal year.

## **Appendix B**

### **SCHEDULED TIME OFF**

Regularly scheduled bargaining unit staff nurses shall be granted scheduled time off, per program, at least in the following numbers. Consistent with current practice and whenever possible, educational leave shall be granted in addition to these numbers.

1. Where core staffing is one (1) through four (4) nurses, a minimum of one (1) nurse shall be granted time off.
2. Where core staffing is five (5) through eleven (11) nurses, a minimum of two (2) nurses shall be granted time off.
3. Where core staffing is twelve (12) through nineteen (19) nurses, a minimum of three (3) nurses shall be granted time off.
4. Where core staffing is twenty (20) through twenty-nine (29) nurses, a minimum of four (4) nurses shall be granted time off.
5. Where core staffing is thirty (30) nurses or more, a minimum of five (5) nurses shall be granted time off.

Open or unscheduled positions shall not be considered in the determination of a program's core staffing base for purposes of these minimums. Current practice shall continue for granting scheduled time off for CQI coordinators, intake coordinators and patient care coordinators.

Scheduled time off due to absences under FMLA/OFLA shall not be included in the minimums set forth above. A maximum of one nurse with scheduled time off due to worker's compensation, however, may be included. When requests for time off are received after the schedule has been posted for the work cycle that includes the requested period of time off, the Agency may consider absences under FMLA/OFLA as well as educational requests in determining whether or not to approve the time off request.

From July 1, 2010 through June 30, 2012, the Agency will not be required to grant time off to more than a minimum of three (3) nurses even if core staffing exceeds twenty (20) nurses as specified in paragraph 4 above.



## **Appendix C**

### **SEVERANCE AND EMPLOYMENT SECURITY POLICIES**

The PeaceHealth Oregon Region (PHOR) severance and employment security policies shall apply to all regular nurses covered by this Agreement to the same extent that they apply to all other employees of PHOR, subject to the following clarifications:

1. Subject to the terms of the policies, nurses shall be offered placement in PHOR's Special Projects Pool as referenced in Section 14.1.4. Nurses who are placed in the special projects pool will be considered to be in a layoff status for purposes of Section 14.1.7 of the current Agreement, until they accept another position.

2. "Current Salary", as stated in the employment security policy, refers to the nurse's straight-time hourly rate of pay, excluding hourly and weekend differential (if not worked) and any scheduled pay increases that occur while the nurse is in the special projects pool.

3. Subject to the express terms of the employment security policy, nurses in the special projects pool will in all other respects be covered by the provisions of this Agreement.

4. The Agency shall retain the right in its sole discretion to discontinue or modify either policy for bargaining unit nurses if it elects to do so for all other PHOR employees. In such event, the parties shall, prior to discontinuation of the policy and at the Association's timely request, meet and bargain related provisions, limited to Section 14.1 of the Agreement.

5. The Association shall be offered an opportunity to participate in the determination of appropriate assignments of registered nurses in the special projects pool, including but not limited to (1) selection of appropriate candidates for training for potential bargaining unit positions, and (2) evaluation of appropriate utilization of project pool nurses in proposed nursing assignments that may be construed as bargaining unit work.

6. Employment security placement into open bargaining unit positions shall occur only after the position has been posted and bid upon as specified in Article 13.

Nurses in the project pool, however, may bid for positions utilizing the posted qualifications and their seniority during the initial posting period.

7. The Agency may close an open bargaining unit position following its initial posting period, if there has been no successful candidate and it intends to train a nurse in the project pool for the position.

8. A nurse in the project training pool may be considered qualified for a bargaining position if he or she can complete training for the position within the period provided in the policy. Association approval must be obtained if a reduced practice requirement is to be created for the award of a position.

9. To the extent that any policy modifications render the terms of this Appendix inconsistent with the policy, the terms of the policy shall control.

## **Appendix D**

### **ON-CALL POSITIONS FOR HOSPICE PROGRAM**

The Agency in its discretion may create and maintain on-call positions in the Hospice Program within the following parameters:

1. Benefited on-call positions shall be created in complementary pairs with the intent to cover available routine call hours seven days per week. The positions consist of no regularly scheduled hours of work. Scheduled on-call hours shall be from 1630 to 0800 (15½-hour call shifts). No additional on-call scheduling will be required (except for holiday rotation as noted below).
2. The positions shall be defined and treated as regular benefited positions, with benefits including but not limited to health and welfare coverage/contributions and PTO accrual.
3. The equivalent of eight (8) hours of compensation per call shift will be paid at the nurse's regular straight-time hourly rate without regard to the number of hours actually worked from an on-call status.
4. All hours worked in excess of eight (8) consecutive hours shall be paid at time and one-half the nurse's regular straight-time hourly rate of pay.
5. All on-call contractual provisions shall apply, except as expressly modified by this agreement. Work from an on-call status shall be consistent with the Agency's past practice utilization of nurses in an on-call status. Specifically, the Agency may utilize nurses in an on-call status for unanticipated consultations and home visits (whether known or unknown prior to the call-back), but may not utilize a nurse in an on-call position for work that would be considered routine and could be covered by an existing or new regularly scheduled evening or night shift position.
6. Where on-call positions exist, the program's on-call scheduling guidelines shall be revised to be consistent with this Appendix D. The guidelines shall specify that regular nurses shall not be pre-scheduled on-call when a sufficient number of on-call positions are filled to provide coverage for call requirements. The guidelines may

specify that holiday on-call scheduling rotation shall include the on-call positions. They shall specify an on-call scheduling guideline for coverage in the event the on-call nurse is unavailable due to PTO utilization or other leave.

7. PTO/EIB utilization shall be paid at a rate of eight (8) hours per regularly scheduled on-call work shift. For each on-call shift the on-call nurse is absent from work, PTO will be utilized in this 8-hour block (or the reduction of on-call compensation if no PTO is available).

8. The differential specified in 9.5, Hourly Differential, shall apply to all hours worked from an on-call status.

9. Health insurance premiums shall be shared, based on minimum hours of compensation for the nurse, as specified in Article 15.1.

10. Work from an on-call status on a holiday shall be compensated at the premium rate as specified in 9.4.5, and shall count toward the nurse's required holiday rotation.

## **Appendix E**

### **ON-CALL POSITIONS FOR HOME INFUSION**

The Agency in its discretion may create and maintain benefited positions in its Home Infusion Program consisting exclusively of on-call hours within the following parameters:

1. Benefited on-call positions shall be created in complementary pairs with the intent to cover available routine call hours seven days per week. The positions consist of no regularly scheduled hours of work. Each position will be scheduled to cover the equivalent of eight shifts per pay period for an approximately equal division (within 3 hours) of the 251 available hours of call per pay period. A weekend shift equals one and one-half of a weekday shift for purposes of meeting the per pay period scheduling obligation. Each position shall have a regularly scheduled pattern, with no more than every other weekend scheduled unless otherwise agreed by mutual consent between the nurse and the Agency. No additional on-call scheduling will be required (except for holiday rotation as noted below). Nurses occupying the on-call positions may have input in the scheduling of complementary positions.
2. Scheduled on call hours shall be from 1630 to 0800 (15½-hour shifts) on weekdays (Monday through Friday), and from 1630 on Friday through 0800 on Monday.
3. The position shall be defined and treated as a regular benefited position with benefits, including but not limited to health and welfare coverage/contributions and PTO accrual.
4. The equivalent of forty-eight (48) hours of compensation per pay period at the nurse's regular straight time hourly rate shall be paid to the nurse for scheduled on call without regard to the number of hours actually worked from an on call status.
5. In addition, compensation for all hours worked from on call status greater than forty-eight (48) hours per pay period shall be consistent with the current compensation for work from an on call status, paid at time and one-half the nurse's regular straight-time hourly rate plus applicable differentials. The first forty-eight (48) hours per pay period of work performed from this status during the nurse's regularly

scheduled on-call shifts shall be compensated at the nurse's straight time regular hourly rate of pay, plus any shift or weekend differential that might apply, unless otherwise entitled to more under another contract provision or applicable federal overtime law.

6. All hours worked on call-back in excess of eight (8) hours in one on-call shift shall be paid at one and one-half times the nurse's regular straight-time hourly rate of pay.

7. All on-call contractual provisions shall apply, except as expressly modified by this agreement. Work from an on call status shall be consistent with the Agency's past practice utilization of nurses in an on call status. Specifically, the Agency may utilize nurses in an on call status for unanticipated consultations and home visits (whether known or unknown prior to the call-back), but may not utilize a nurse in an on call position for work that would be considered routine and could be covered by an existing or new regularly scheduled evening or night shift position.

8. The program's on call scheduling guidelines shall be revised to be consistent with this Appendix E. The guidelines shall specify that regular nurses shall not be pre-scheduled on call when a sufficient number of on-call positions are filled to provide coverage for call requirements. The guidelines may specify that holiday on call scheduling rotation shall include the on-call positions. They shall specify an on call scheduling guidelines for coverage in the event the on-call nurse is unavailable due to PTO utilization or other leave.

9. PTO utilization shall be paid at a rate of six (6) hours per regularly schedule on-call work shift. This is based on the anticipated average number of compensated hours of work from an on call status (48 hours per pay period divided by the equivalent of eight days), and such block of PTO shall not be construed as an alternative length shift. For each on-call shift the on-call nurse is absent from work, PTO will be utilized in this 6-hour block (or the reduction of on-call compensation if no PTO is available), and such block of PTO shall offset six (6) of the forty-eight (48) hours of pay during the pay period. For full, 24-hour weekend shifts, PTO will be used in nine (9) hour blocks.

10. Health insurance premiums shall be shared as specified in 15.1 for nurses regularly scheduled to work 20 to 28 hours per week.

11. Work from an on call status on a holiday shall be compensated at the premium rate as specified in 9.4.5, and shall count toward the first forty-eight (48) hours worked in the pay period if part of the nurse's regular schedule or required holiday rotation.

**Appendix F**  
**ON-CALL POSITIONS FOR HOME HEALTH**

The Agency in its discretion may create and maintain benefited on-call positions in its Home Health Program consisting exclusively of on-call hours within the following parameters:

1. Benefited on-call position(s) shall be created to cover available routine call hours seven (7) days per week. The positions consist of no regularly scheduled hours of work. Each position shall have a regularly scheduled pattern, with no more than every other weekend scheduled unless otherwise agreed by mutual consent between the nurse and the Agency. Scheduled on-call hours shall be from 1700 to 0800 Monday-Friday and 1630-0800 on Saturday and Sunday.

2. The position(s) shall be defined and treated as regular benefited positions with benefits, including but not limited to health and welfare coverage/contributions and PTO accrual.

3. The equivalent of forty (40) hours of compensation per pay period at the nurse's regular straight time hourly rate shall be paid to each nurse in an on-call position for scheduled on call without regard to the number of hours actually worked from the on-call position.

4. In addition, compensation for all hours worked from on call status greater than forty (40) hours per pay period, or in excess of eight (8) hours in one 24-hour period commencing with the beginning of the on-call shift, shall be paid at time and one-half the nurse's regular straight-time hourly rate.

5. A nurse working in the on-call position shall be eligible for hourly differentials paid under Sections 9.5 (hourly differential) of the parties' Agreement, but shall not be eligible for compensation under Sections 9.7 (call pay) or 9.11 (weekend work).

6. Work from an on-call status on a holiday shall be compensated at the premium rate as specified in Section 9.4.5, and shall also count toward the first forty

(40) hours worked in the pay period if part of the nurse's regular schedule or required holiday rotation.

7. All other on-call provisions of the Agreement shall apply, except as expressly modified by this Appendix F. The Agency may utilize nurses in an on-call position for consultations and home visits, whether known or unknown prior to the call-back, but will not include pre-scheduled visits.

8. The program's on-call scheduling guidelines will be revised to be consistent with this Appendix F. The guidelines will specify that regular nurses shall not be pre-scheduled on call when a sufficient number of on-call positions are filled, including consideration of scheduled absences, to provide coverage for call requirements during the monthly schedule. They shall also specify on-call scheduling for coverage in the event the on-call nurse is unavailable due to PTO utilization or other leave. The guidelines may further specify that holiday on call scheduling rotation shall include the on-call positions.

9. PTO utilization shall be paid in six (6) hour blocks for each regularly scheduled on-call shift the nurse is absent from work. This is based on the anticipated number of compensated hours of work from an on call status. PTO will be utilized for each on-call shift the nurse is absent from work.

10. Health insurance premiums shall be shared as specified in Article 15.1 for nurses regularly scheduled to work 20 hours per week.

## **Appendix G**

### **SECONDARY JOBS**

The parties mutually agree to the following provisions applicable to bargaining unit nurses who concurrently occupy a contract and non-contract position at PeaceHealth Oregon Region.

1. **Service Credit.** All regularly scheduled position hours both in and out of the bargaining unit shall be counted toward employment service credit normally awarded by policy or specific benefit plans to PeaceHealth employees (PTO accrual rates, pension, HMO, etc.).

2. **Per Diem Requirements.** Per diem work requirements, described in Section 3.6 of the Collective Bargaining Agreement, shall not apply to the nurse's secondary job class. One position (typically the one with regularly scheduled or greater number of hours) shall be designated as the primary job class.

A per diem nurse who does not work at all for two consecutive calendar quarters in the nurse's per diem bargaining unit position shall be removed from the per diem position.

3. **Grievance.** Grievances, including arbitration, shall be applied by primary position for nurses who hold positions both in and out of the bargaining unit (exception: single stand alone offenses that result in termination):

(a) Primary position in the bargaining unit:

The nurse may utilize the grievance procedure as outlined by contract, which shall be applied to both primary and secondary job classes;

(b) Primary position not in the bargaining unit:

(i) If the incident which is the subject of the grievance arises from the nurse's bargaining unit position, the contract grievance procedure shall control.

(ii) If the incident which is the subject of a grievance arises from the nurse's non-bargaining unit position, Agency policy controls and the contract grievance process is not applied.

Incidents resulting in progressive discipline originating from a non-bargaining unit position shall not be utilized as the basis for further progressive discipline for a bargaining unit position, unless the Agency can affirmatively demonstrate that such disciplinary action would have withstood any challenge through the grievance process had the nurse been represented by the Association. Discipline arising within the bargaining unit may be utilized in the discipline or termination of a nurse regarding that nurse's non-bargaining unit position.

Single stand alone incidents that result in termination from all PeaceHealth employment (not discipline based upon prior work performance or discipline) shall be subject to the contractual grievance and arbitration procedure to the extent it has an effect on employment in the bargaining unit position, regardless of whether the incident giving rise to the discharge originates from a bargaining or non-bargaining unit position.

4. **Paid Time Off.** The nurse shall receive Paid Time Off (PTO) accrual and rates of pay in accordance with contractual requirements or HR policy applicable only to the nurse's primary job class for all hours compensated. This application is without regard to bargaining unit or non-bargaining unit status of hours worked or compensated.

A nurse holding positions of approximately equal hours both in and out of the bargaining unit shall, at the nurse's discretion and at the time of acceptance of a secondary job class, declare which position shall be considered the nurse's primary job class. This declaration shall determine the applicable PTO accrual rate and pay benefit the nurse shall receive.

5. **General Policies.** Health and welfare, bereavement leave, jury duty, and court witness benefits shall be based upon regularly scheduled position hours and continue to be applied to and coordinated between all of an employee's scheduled PeaceHealth hours.

6. **Work Schedules/Floating.** Although there may be coordination of scheduling between bargaining and non-bargaining unit positions for the posted work

schedules, bargaining unit position scheduling shall be governed exclusively by the contract. There shall be no scheduled partial work days, including on-call assignments, nor floating from bargaining to non-bargaining unit positions, or vice-versa, during a shift of work.

Section 9.7.3 of the Collective Bargaining Agreement shall apply to all PeaceHealth hours.

7. **Supervisory Nurses.** Nurses may not hold a position in the bargaining unit if they simultaneously hold a supervisory PeaceHealth position. This provision shall not prevent said nurses from performing fill-in work provided such work does not displace or deny any bargaining unit nurse from work to which they otherwise would have been entitled under the Agreement.

8. **Bargaining/Non-Bargaining Unit Hybrid Positions.** Bargaining unit positions, as defined by contract, shall be posted and awarded separately from non-bargaining unit positions.

9. **Unpaid LOA.** A scheduled unpaid absence from a bargaining unit position shall be considered a “leave of absence” for purposes of return rights following the absence, even though the nurse may continue to work in his or her non-bargaining unit position. In this circumstance the nurse’s bargaining unit position will only be available if the absence is for twelve (12) weeks or less, as more specifically detailed in Section 11.5 of the Collective Bargaining Agreement.

10. **Roster.** The Agency shall forward to the Association each calendar quarter a list of all bargaining unit nurses holding a secondary job under this Agreement. This list shall note the nurse’s name, primary and secondary job titles and regularly scheduled hours (or per diem/casual status), and date that the secondary job was initiated.

## **Appendix H**

### **DISCUSSIONS ADDRESSING POTENTIAL UNAVAILABILITY OF PATIENT CARE**

If, in the judgment of the Agency, the Agency faces a potential situation of turning away patients during any portion of the summer months due to insufficient staffing, the Agency shall notify the Association of the need to meet and confer regarding potential adjustments in staffing to address the situation. It is anticipated that any such notice to the Association would occur prior to April 30, so that both sides have an opportunity to address and mutually resolve the issue prior to Memorial Day. In the event the Agency so notifies the Association, the parties will confer in good faith and in a sincere attempt to avert the denial of patient care to members of the community.

## **Appendix I**

### **MANDATORY TRAINING**

The parties hereby agree to the following provisions pertaining to the fulfillment of annual mandatory training activities.

**1. Responsibility of the Agency to offer.** The Agency shall provide nurses advance notice of at least six (6) months of annual mandatory trainings and educational requirements. This obligation may be satisfied by providing such information on the Employee Information Center. It shall also inform nurses by e-mail and program posting of training requirements that become mandated by law or regulation during the interim annual period. The Agency shall provide to nurses sufficient opportunity to timely complete their annual mandatory trainings. Such opportunity may be made available through various measures, which may in the Agency's discretion include any or all of the following:

- a. Providing a specified number of non-regularly scheduled hours for a nurse to devote to mandatory training.
- b. Conducting seminars and/or program in-services on mandatory training issues.
- c. Establishing specific days and times for conducting training that is not on-line. Notice of such specific days and times will be provided as far in advance as possible, and no less than fifteen (15) days in advance.
- d. To the extent required during regularly scheduled hours, allowing the nurse sufficient uninterrupted time to complete training modules.

Measures provided to the nurse may vary from program to program, and from nurse to nurse within a particular program.

**2. Responsibility of nurses to complete.** It shall be the responsibility of each nurse to gain a clear understanding of all mandatory trainings he/she must

complete, and to make individual arrangements to assure such training is timely completed. All nurses are accountable for timely completing on an annual basis 100% of their mandatory training requirements by the date designated by the Agency, which will not be changed more than once during the life of this Agreement.

**3. Agency notification.** The Agency will remind nurses in writing of their obligation to timely complete their mandatory training requirements at least two (2) months prior to the designated annual completion date. Within thirty (30) days after the designated annual completion date, the Agency shall notify each nurse who according to its records has not completed his/her mandatory training requirements, and shall provide clear direction that the nurse may obtain all information for completing such requirements from the nurse's manager. The Agency will also provide to the Association within such 30-day period a list of all such non-compliant nurses, including an identification of trainings not yet completed. Nurses will have thirty (30) days from the date the notice is sent to complete any outstanding requirements or to correct any perceived errors in the Agency's notice of non-compliance. No disciplinary action may occur prior to the expiration of this 30-day period.

**4. Preservation of contract rights.** This provision shall not impede the Agency's right to administer discipline pursuant to Article 6.1, nor impede the nurse's or Association's right to file a grievance pursuant to Article 7 for noncompliance with the intent of this appendix.

## MEMORANDUM OF UNDERSTANDING

### Implementation of Kronos

The parties acknowledge that PeaceHealth Oregon (PHOR) intends to implement an automated Kronos software system during the life of the parties' Agreement. PHOR is seeking to assure that the system has compatibility with each provision of the parties' Agreement. The parties agree that if, notwithstanding these efforts, any incompatibility with a specific provision of the Agreement is discovered at or after implementation of the Kronos system, the Agency will notify the Association in writing. Following such notification, the parties will mutually agree as to how to resolve the incompatibility within the capabilities of Kronos.

SACRED HEART MEDICAL CENTER D/B/A  
SACRED HEART HOME CARE SERVICES

OREGON NURSES ASSOCIATION

By: Katherine E. Johnson

By: Maureen Smith

Date: 9/2/10

Date: 9/2/10

SEA\_DOCS:965876.1













## CONTRACT RECEIPT FORM

*(Please fill out neatly and completely.)*

Return to Oregon Nurses Association,  
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498  
or by Fax 503-293-0013. Thank you.

Your Name: \_\_\_\_\_

*I certify that I have received a copy of the ONA Collective Bargaining Agreement with Sacred Heart Home Care Services through June 30, 2011.*

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Email: \_\_\_\_\_ Unit: \_\_\_\_\_

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