ARTICLE 3 — BARGAINING UNIT EMPLOYEE DEFINITIONS

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

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

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

3.4 Probationary nurse. Nurses shall be considered probationary employees during the first six (6) months from the date of employment. The probationary period may be extended upon mutual consent of the Association and the Employer. During the probationary period, a nurse may be dismissed without recourse to the grievance procedure. The manager will arrange a formal mid-probation meeting with the nurse three (3) months after the date of employment. At that time, the manager will provide the nurse with written, regular feedback regarding progress thus far, and expectations for the service period next three (3) months. At the conclusion of the probation period, the nurse will receive a written six (6) month probation performance appraisal.
3.6 Resource nurse. A resource nurse is employed to work on an intermittent basis without a master schedule or a predetermined work schedule of less than twenty-four (24) hours per workweek. Resource nurses in Home Health, Hospice, and the Pete Moore Hospice House without a master schedule may be are required as a condition of continued employment to be available scheduled to work a minimum of four (4) shifts per month, two (2) of which shall be weekend shifts, based on departmental needs.
5.35.2 Disciplinary communication and documentation. Each step of the disciplinary process shall be documented on a Corrective Action form. The written document shall be placed in the nurse's personnel file and a copy of the document shall be provided to the nurse at the time it is administered. When a nurse is suspended or discharged, such written notice shall contain the following message: "You have a right to contact and be represented by Oregon Nurses Association in an appeal of this action." Employee/manager-supervisory communications shall reflect mutual professional respect.

5.45.3 Notice of resignation. The Employer requires that nurses give thirty (30) calendar days advance notice of resignation in order to preserve the continuity of patient care. Less than thirty (30) fourteen (14) calendar days advance notice may cause forfeiture of accumulated Earned Leave, not to exceed the nurse's scheduled days of work during this period of time.
ARTICLE 8 — WORK SCHEDULE

8.1 Work day. For Home Health and Hospice nurses, eight (8) consecutive hours shall constitute the basic work day duration for all bargaining unit positions, excluding lunch. Work days of other duration may be established with Association consent, or may be continued as they are otherwise provided for in this Agreement or are currently in place. All bargaining unit nurses shall be scheduled to work during day shift with a starting time as described in Section 8.1.1 (1). For Hospice House Pete Moore Hospice House nurses, twelve (12) or eight (8) consecutive hours shall constitute the basic work day duration, excluding lunch. Hospice House Pete Moore Hospice House nurses shall be scheduled to work either day, evening, shift or night shift.

8.1.1 Work day

1. Shift starting time. For Home Health and Hospice nurses, the shift shall begin with the first patient visit or when the nurse first reports to the office, at a mutually agreed upon start time for each position. In the event that the manager and employee cannot come to an agreement, the start time will be 0800. For twelve (12) hour Hospice House Pete Moore Hospice House nurses, the day shift will begin at 0700 and the night shift will begin at 1900. For eight (8) hour Pete Moore Hospice House nurses, the day shift will begin at 0700, the evening shift will begin at 1500, and the night shift will begin at 2300.

2. Shift ending time. For Home Health and Hospice nurses, the nurse’s shift ends when the nurse has completed the day’s work as assigned by the Nurse Manager or designee. All nurses are required to confirm with the Nurse Manager in person or by telephone any changes in their days work assignment before they leave the office. For twelve (12) hour Hospice House Pete Moore Hospice House nurses, the day shift will end at 1930 and the night shift will end at 0730. For eight (8) hour Pete Moore Hospice House nurses, the day shift will end at 1530, the evening shift will end at 2330, and the night shift will end at 0730.

3. At home work. If a Home Health or Hospice nurse chooses to perform work at her/his private residence, she/he will notify the Nurse Manager or designee and ensure that critical patient information is turned in in

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(Cascade Health reserves the right to add, change, modify, or delete any of the above proposals at any time during negotiations.)
8.2 Work week. The basic work period shall be forty (40) hours per work week, from 0001
hours on Sunday through 2400 hours on Saturday.

8.3 Weekend off. Regular float nurses shall normally be scheduled to receive every other
weekend off. **Home Health and Hospice** case managers will not normally be scheduled to work
on weekends. This would exclude those who are on-call or case managers nurses who have
posted positions that include regular weekend coverage. The nurse, Employer, and Association,
however, may agree to alternate weekend off patterns by alteration of position weekend master
schedules (e.g. change from every other weekend to every third weekend scheduling, and vice
versa). The parties must agree to such an adjustment of master schedules in writing prior to
implementation. A weekend shall be defined as the calendar days of Saturday and Sunday.
9.9 Weekend triage nurse differential. A nurse who is scheduled or designated to function in this role on a given weekend shift shall receive $3.50 ten percent (10%) of Appendix A—Salary Schedule—Step 1 rate per compensated hour.
9.12 Night and Evening Shift Differential. Nurses in the Hospice House who work night shift (1900 – 0730, for 12 hour shifts or 2300 – 0730) shall be paid a night shift differential of $4.50 per hour worked for a Registered Nurse, or $3.00 per hour worked for a Licensed Practical Nurse, in addition to the nurse’s regular rate of pay. Nurses employed for eighteen (18) continuous months on a night shift position in the Hospice House shall transition to the longevity night shift differential of $5.00 per hour worked for a Registered Nurse, or $3.50 per hour worked for a Licensed Practical Nurse, in addition to the nurse’s regular rate of pay. Longevity night shift differential rates become effective on the first payroll cycle following the achievement of eighteen (18) months. Nurses in the Pete Moore Hospice House who work evening shift (1500 – 2330 for eight (8) hours) shall be paid an evening shift differential of $2.50 per hour worked for a Registered Nurse, or $1.50 per hour worked for a Licensed Practical Nurse, in addition to the nurse’s regular rate of pay.

9.13 Short notice differential. During the monthly work period, a regular nurse who voluntarily accepts an additional assignment within twenty-four (24) hours of the time to be worked shall receive thirty-two dollars ($32.00)/eight-hour shift, or part thereof, or forty dollars ($40.00)/ten-hour shift, or part thereof, or forty-eight dollars ($48.00)/twelve-hour shift, or part thereof in addition to the pay to which the nurse is otherwise entitled.
9.16.45 Back-up call coverage compensation. On-call compensation shall be paid when the Employer requires a nurse to remain available to patients/families for consultative phone services or home visits as required. On-call compensation will also be paid when the Employer requires a Pete Moore Hospice House nurse to remain available in case an increase in patient volume requires that they report for work to receive a regular patient care assignment.

9.16.45.1 Call-in. Nurses required to report for work (make a home visit) while on on-call shall receive on-call pay plus time and one-half (1½ X) for hours worked including travel time.

9.16.45.2 On-call shift duration. On-call assignment may be scheduled and paid in one-half shift (four hour) increments. Home Health and Hospice Nurses shall be entitled to $4.50 per hour for each scheduled hour of on-call. Nurses shall not be scheduled on-call in excess of two (2) shifts (1630 to 0800) on consecutive calendar days without their consent. Monday holiday on-call hours shall not be added to weekend on-call hours without the nurse’s consent.

9.16.45.3 Extended on-call time. In lieu of the on-call compensation noted above, nurses scheduled with Nurse Manager approval for more than 64 hours on-call in a scheduled four-week cycle will receive double the call rate under Section 9.16.45.2 for all scheduled on-call hours in excess of said 64 hours. Scheduled on-call hours of any on-call position shall be excluded from this provision.

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

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

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

1. Home Health and Hospice will allow up to two (2) nurses off on any given day with a minimum core staffing of eight (8) nurses, and one (1) nurse if the core staffing is seven (7) or less. Hospice House will allow one (1) nurse off on any given day. Vacant positions or leaves of absence are not to be counted in this minimum number off.
10.4.2 Procedure. Requests for scheduled Earned Leave, including birthday holiday, must be submitted in writing to the Nurse Manager or designee by the first (1st) of the month preceding the month in which the Earned Leave is requested. When a nurse requests Earned Leave, his/her Earned Leave Bank balance and accrual rate must be sufficient to project that Earned Leave will be available to cover the time off requested. Requests for Earned Leave will be given preference based on the date received, except that two requests received on the same day shall be decided by seniority. Requests shall be granted or denied based on the Employer’s ability to adequately staff departments and will be granted if staffing levels permit. Such granting or denial shall be made in writing as soon as possible, but in no event longer than ten (10) days from the manager’s receipt date of the request. The maximum length of requested time allowed during the prime periods of June – August and December will be three (3) weeks. Requests for time off will not be considered earlier than six (6) months in advance regardless of the date they are submitted. All requests submitted earlier than the first of the month preceding the sixth month in advance of the month in which the Earned Leave is requested shall be considered as being submitted on the same date. To be considered, fifty percent (50%) or more of the Earned Leave request must fall within that month which is being identified for this early scheduling.

10.4.3 Requests during work period. Requests for scheduled Earned Leave submitted after the first (1st) of the month shall be considered for reasons the employee was unable to anticipate prior to the first (1st) of the month. Such requests shall be considered on their merits and upon the Employer’s ability to adequately staff departments.
10.5.2 Scheduled rotation. The Employer schedules time off for the above holidays on a rotating basis. *Home Health and Hospice resource nurses will not be scheduled to work on holidays.*
10.6.2 Jury duty. A scheduled nurse called for jury duty will be excused from work on days which the nurse serves in this capacity is scheduled to work serves and The nurse shall receive for each full day of jury service that they were scheduled to work, eight (8) hours of pay a full day's wages and The nurse will endorse the jury pay check over to the Employer. The nurse must show proof of jury service. The nurse must call into work if three (3) or more hours of the nurse's shift remain at the end of jury service for the day, unless jury service was a complete service day. A nurse on jury duty shall be considered scheduled Monday through Friday. The Employer may ask the nurse to request a postponement of service, because of departmental needs.
12.2.5 Order of cancellation and on-call. Prior to the start of the shift when adjustments are necessary, such reduction or assignment of on-call shall take place in the following order:

1. Nurses eligible for premium pay on a consecutive weekend shift which is in addition to the nurse's regular scheduled weekend.

2. Volunteers who have notified the Employer at least by the end of the previous day's office hours requesting "Off If Possible" (OIP).


4. Nurses scheduled in excess of their personal master schedule by seniority.

5. If the previous steps do not result in a sufficient number of nurses being cancelled, the Employer shall use a percentage rotation system that begins with the least senior nurse in the department. A nurse will not be required to take involuntary low census more than once per pay period unless all other similarly skilled nurses working the same shift and department have also taken low census at least once during the same period, as follows:

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

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

12.3.1 Order. When a layoff of nurses is necessary, it shall occur in the order of department-wide seniority based on affected job classification providing each remaining senior nurse is qualified to perform the work in the position in which the nurse is placed during the layoff. Resource nurses are not included in the layoff procedure.

12.3.2 Procedure. If the Employer determines that a permanent or prolonged reduction in personnel is necessary within one or more departments, the following shall occur:

1. A layoff shall consist of an elimination of a full or partial nurse’s position.

2. A determination by the Employer shall be made regarding the number of hours to be eliminated in each department.

3. The number of positions to be eliminated within each job classification within the department shall be determined by the Employer. The nurses who occupy those positions shall be identified by inverse seniority and shall be notified of the elimination of their positions.

4. The nurses identified and notified pursuant to paragraph 3 above may choose, in order of seniority, to displace the least senior nurse in their job classification department, provided the displaced nurse is less senior than said nurse.

5. Nurses displaced pursuant to paragraph 4 above shall have the right, in order of seniority, to displace the least senior nurse in their job classification department, provided the displaced nurse is less senior than said nurse.

6. All nurses must be qualified to perform the essential functions of the position they are to assume without training, excluding orientation.
13.3 Filling of vacancies. Nurses employed by the Employer may apply for such permanent vacancy or newly created position, to include full and part-time positions, and internal applicants shall be given preference in filling such vacancy on a seniority basis provided the senior nurse has qualifications as reflected in certifications, educational or workshop credits, and demonstrated abilities as reflected by years of satisfactory, exemplary, or specialty service that are at least equal to those of other internal and external applicants. A newly hired nurse will be eligible to apply for a transfer to a different position after completion of ninety (90) days of service with the Employer. A nurse who has received a corrective action notice will be eligible to apply for a transfer to another department one (1) year after the date of the last corrective action.

13.3.1 Denied transfer requests. All internal applicants will fill out the appropriate form to apply for vacancies and newly-created positions. The employee will be verbally notified with the reason for denial. The nurse, upon request, can receive a copy of the Transfer Request form back from the Nurse Manager with the which includes the documented reason for denial stated on the form.

The Chief Executive Officer shall review and reconsider the denied position appointment if requested within five (5) days of the notification of denial to any in-house applicant.
ARTICLE 14 — HEALTH AND WELFARE

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

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

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

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

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

14.2 Dental insurance. The Employer agrees to provide and pay 75% of the total premium amounts of the Employer’s current dental plan or a plan that provides similar benefits for the duration of this Agreement. Dental-plan coverage for major (Class III) services shall be fifty percent (50%).
16.2 In-service education. The Employer agrees to continue providing in-service education programs for all personnel covered by this Agreement. The Employer will make every effort to ensure that such programs are of high quality and presented by individuals knowledgeable in the field. The Employer will regularly converse with nurses formally survey nurses at least yearly to determine the specific kinds of education programs that are desired and shall provide those that are most in demand. This shall not preclude the Employer from providing additional education programs.

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

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

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

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

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

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

17.6.2 Reimbursable miles.

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

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

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

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