AGREEMENT

between

OREGON NURSES ASSOCIATION

and

PROVIDENCE HOME HEALTH AND HOSPICE
Portland, Oregon

October 6, 2023 through December 31, 2024
# TABLE OF CONTENTS

- ARTICLE 1 - RECOGNITION AND MEMBERSHIP ........................................................ 1
- ARTICLE 2 - EQUALITY OF EMPLOYMENT OPPORTUNITY ................................. 9
- ARTICLE 3 - PAID TIME OFF .............................................................................. 9
- ARTICLE 4 - SAFE AND HEALTHY WORKPLACE ............................................ 16
- ARTICLE 5 - HOURS OF WORK ......................................................................... 18
- ARTICLE 6 - EMPLOYMENT STATUS ................................................................. 29
- ARTICLE 7 - LEAVES OF ABSENCE .................................................................. 30
- ARTICLE 8 - HEALTH AND WELFARE ............................................................ 34
- ARTICLE 9 - PENSIONS ..................................................................................... 35
- ARTICLE 10 - UNION BUSINESS ..................................................................... 36
- ARTICLE 11 - NO STRIKE ................................................................................ 37
- ARTICLE 12 - GRIEVANCE PROCEDURE .......................................................... 37
- ARTICLE 13 - PROFESSIONAL DEVELOPMENT ............................................. 40
- ARTICLE 14 - PROFESSIONAL CARE COMMITTEE ....................................... 45
- ARTICLE 15 - SENIORITY ................................................................................ 47
- ARTICLE 16 - REDUCTION IN FORCE ............................................................... 49
- ARTICLE 17 - SEPARABILITY ........................................................................... 53
- ARTICLE 18 - SUCCESSORS .......................................................................... 53
- ARTICLE 19 - DURATION AND TERMINATION .................................................. 53
- ARTICLE 20 - CARE DELIVERY ....................................................................... 54
- ARTICLE 21 - TASK FORCE ............................................................................ 54
- ARTICLE 22 - APPENDICES ........................................................................... 55
- APPENDIX A .................................................................................................. 55
- APPENDIX B - CERTIFICATION, CLINICAL ADVANCEMENT PROGRAMS AND CLINICAL LADDER ................................................................. 68
- APPENDIX C - HEALTH, DENTAL, AND VISION INSURANCE ....................... 73
- LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE .... 85
- LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE CLINICIANS ................................................................. 86
ARTICLE 1 - RECOGNITION AND MEMBERSHIP

A. Providence Home Health and Hospice (referred to as “PHHH”) recognizes Oregon Nurses Association (referred to as “Union”) as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses, Occupational Therapists, Physical Therapists, Speech Language Pathologists, Licensed Clinical Social Workers, Bereavement Counselors, and Social Workers employed by PHHH as home health and hospice clinicians, including when serving in a charge capacity, in the Portland metropolitan service area (including Clark County, WA and the historic Yamhill service area), excluding coordinators, specialty pharmacy/infusion, Sisters of Providence, administrative and supervisory personnel, guards, and all other employees.

B. Definitions:

1. Clinician Definitions:
   a. Case Manager - A clinician who serves as the primary clinician for designated patients that constitute their caseload; the Case Manager both provides direct and ongoing care to their patients and coordinates the patient’s plan of care.
   b. Float - A clinician whose assignment varies according to the Clinical Unit’s coverage needs who may carry a partial or temporary caseload.
   c. Nurse - Registered Nurse currently licensed to practice professional nursing in Oregon and/or Washington, including but not limited to:
      i. Wound Ostomy Nurse - A Nurse holding a recognized board certification to provide wound ostomy or continence care, or some combination thereof, who also serves as a consulting resource.
      ii. Psychiatric Mental Health Nurse - A Nurse whose duties include the provision of mental health care to Home Health patients, who also serves as a consulting resource.
iii. Palliative Care Nurse - A Nurse whose duties include the provision of palliative care to Home Health patients, who also serves as a consulting resource.

d. Physical Therapist - Licensed Physical Therapist employed to provide skilled physical therapy services for the care of Home Health and Hospice patients. These services include evaluation, treatment, and consultation.

e. Occupational Therapist - Licensed Occupational Therapist employed to provide skilled occupational therapy services for the care of Home Health and Hospice patients. These services include evaluation, treatment, and consultation.

f. Speech Language Pathologist - Licensed Speech Language Pathologist employed to provide skilled speech, language, swallowing, voice, and cognitive services for the care of Home Health and Hospice patients. These services include evaluation, diagnosis, treatment, and consultation.

   i. Alternative and Augmentative Communication Speech Language Pathologist (AAC-SLP) - Licensed Speech Language Pathologist employed to provide specialty communication services to those Home Health and Hospice patients who require alternative and augmentative communication. AAC-SLPs do not require a specialty certification and may become an AAC-SLP through experience. Their primary caseload is patients with alternative and augmentative communication needs.

g. Social Worker - A Licensed Clinical Social Worker (LCSW) or Clinical Social Work Associate (CSWA) who provides comprehensive biopsychosocial/spiritual assessment, diagnosis and/or treatment/interventions/advocacy of patients and their support systems and collaborates with the patient and support system to develop and
implement care plans. The CSWA works under direct and continuous clinical supervision by a LCSW.

h. Bereavement Counselor - A Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist, or Licensed Professional Counselor (LPC) who provides comprehensive biopsychosocial/spiritual assessment, diagnosis and/or treatment, interventions, and advocacy for Hospice patients and their bereaved survivors. Bereavement Counselors may also serve the community bereaved.

2. Additional Definitions:
   a. Manager - Responsible for administration of a team of caregivers including clinicians.

   b. Charge Clinician - Relieves the manager in accordance with the assignment of such work by PHHH.

   c. Clinical Unit - A Clinical Unit is a group of clinicians within a given discipline in each of the following: Home Health East, Home Health West, Home Health Yamhill, Home Health South, Home Health Access, Home Health Wound Ostomy Nurses, Home Health Psychiatric Mental Health Nurses, Home Health Palliative Care Nurses, Home Health AAC-SLPs, Home Services Liaisons, Hospice East, Hospice West, and Hospice Access. The Task Force may review unit definitions if issues arise and may make modifications with mutual agreement of PHHH and ONA.

   d. Team - An interdisciplinary group of caregivers, including clinicians, within a Clinical Unit that primarily serves a defined geographic area.

   e. Territory - A defined geographic extent of a clinician’s primary patient assignment, which consists of one (1) or more zip codes within the geography of a Team. The territory is a component of a clinician’s assignment and bid upon as described in Article 15.
f. Shift - The assigned hours of a clinician’s regular workday or any
discretely defined hours of work made available to a clinician to work.

g. Regular Clinician - A part-time or full-time clinician.
   i. Part-time Clinician - Any clinician who has an FTE between 0.5 and
      0.74.
   ii. Full-time Clinician - Any clinician who has an FTE greater than 0.74.

h. Per Diem Clinician - Any clinician (a) who has an FTE less than 0.5 (b)
   who is not regularly scheduled to work or (c) who is employed on a
temporary basis not to exceed ninety (90) calendar days, or one hundred
and eighty (180) calendar days where replacing a clinician on an
approved leave of absence. In order to remain per diem, other than for
those per diem clinicians described by (c) in the preceding sentence, the
following will apply:
   i. The per diem clinician must be available for at least four (4) shifts
during each twenty-eight (28)-day or monthly schedule period,
   except that a per diem clinician may completely opt out of one (1)
work schedule each calendar year, provided the per diem clinician
notifies PHHH in advance of the preparation of the work schedule;
   ii. For Nurses the four (4) available shifts must include two (2) weekend
shifts, as assigned by PHHH, if those shifts are regularly scheduled
in the unit where they are assigned;
   iii. Per Diem Physical Therapists and Per Diem Social Workers shall be
included in the weekend rotations for their respective disciplines.
   iv. Per diem clinicians will not be required to work more than one (1)
holiday in a calendar year. The assigned holiday will be rotated
between winter (New Year’s Day, Martin Luther King, Jr. Day,
Thanksgiving Day, or Christmas Day) and summer holidays
v. The per diem clinician must meet the patient care unit's education requirement for the year;

vi. A per diem clinician who has averaged twenty-four (24) or more hours of work per week during the preceding twelve (12) weeks may apply in writing for reclassification, except that a per diem clinician employed on a temporary basis to replace a clinician on an approved leave of absence will not be eligible for this reclassification. An eligible per diem clinician applicant will be reclassified as of the next schedule to be posted to a regular part-time or full-time schedule, as appropriate, closest to the Per diem clinician's work schedule (including shifts and units) during the preceding twelve (12) weeks. A Per diem clinician who is reclassified under this paragraph will not be eligible to return to per diem status for one (1) year from the date of reclassification.

i. Cross Training – Cross training is the training necessary to enable the clinician to become competent to work outside of the clinician's classification and to take a full assignment following completion of orientation. PHHH will work with the Professional Care Committee to develop mutually agreed upon appropriate cross training programs and criteria. Cross training is voluntary and shall not be utilized to displace bargaining unit clinicians.

C. Membership and Financial Obligations:

1. The following provisions apply to any Nurse hired before December 14, 2009 ("Effective Date"): Membership in the American Nurses Association through the Union shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a Nurse hired before December 14, 2009, voluntarily joins the Union or has voluntarily joined the Union as of December 14, 2009, the Nurse must thereafter
maintain such membership, as an ongoing condition of employment, or exercise one (1) of the two (2) options listed in 2(a)ii or 2(a)iii below.

a. Transfers. Clinicians who are members of the Union or have exercised one (1) of the two (2) options listed in 2(a)ii or 2(a)iii below will maintain such status upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, Providence Willamette Falls Medical Center, and PHHH. Clinicians who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, and Providence Home Health and Hospice, unless they elect to exercise one (1) of the two (2) options listed in 2(a)ii or 2(a)iii below.

b. Promotions within a Facility. A clinician subject to paragraph (a) above as of the Effective Date who assumes a position at the Medical Center or PHHH outside of the bargaining unit will retain their respective status (as a nonmember, a member whose membership must be maintained, or one (1) of the two (2) options listed in (2.a.ii) or (2.a.iii.) below if they return to the bargaining unit within one (1) year of the date that the clinician assumed a non-bargaining position. A clinician who returns to the bargaining unit after one (1) year will be subject to the choices in paragraph 2.a. below.

2. The following provisions apply to any Nurse hired after December 14, 2009 and all clinicians in other disciplines:

a. By the thirty-first (31st) calendar day following the day that the clinician begins working, each clinician must do one (1) of the following, as a condition of employment:

i. Become and remain a member in good standing of the Union and pay membership dues (Union member); or

ii. Pay the Union a representation fee established by the Union in accordance with the law; or
iii. Exercise their right to object on religious grounds. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union and PHHH. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

b. PHHH will provide a copy of the Collective Bargaining Agreement to newly hired clinicians, including a form provided by the Union that confirms the provisions in 2.a. above. The clinician will be asked to sign upon receipt and return the signed form directly to the Union. PHHH will work in good faith to develop a procedure to retain copies of such signed forms.

c. A clinician should notify the Union’s Membership Coordinator, in writing, of a desire to change their status under the provisions of 2.a. above by mail, to the business address for the Union.

d. The Union will provide PHHH with copies of at least two (2) notices sent to a clinician who has not met the obligations to which they are subject, pursuant to this Article. The Union may request that PHHH terminate the employment of a clinician who does not meet the obligations to which they are subject, pursuant to this Article. After such a request is made, PHHH will terminate the clinician’s employment no later than fourteen (14) days after receiving the written request from the Union. PHHH will have no obligation to pay severance or any other notice pay related to such termination of employment.

3. **Dues Deduction.** The following provisions apply to all clinicians. PHHH shall deduct the amount of Union dues, as specified in writing by the Union, from
the wages of all employees covered by this Agreement who voluntarily agree
to such deductions and who submit an appropriately written authorization to
PHHH. The deductions will be made each pay period. Changes in amounts
to be deducted from a clinician’s wages will be made on the basis of specific
written confirmation by the Union received not less than one (1) month before
the deduction. Deductions made in accordance with this section will be
remitted by PHHH to the Union monthly, with a list showing the names and
amounts regarding the clinicians for whom the deductions have been made.

4. The Union will indemnify and save PHHH harmless against any and all third-
party claims, demands, suits, and other forms of liability that may arise out of,
or by reason of action taken by PHHH in connection with, this Article.

5. The parties will work together to reach a mutual agreement on the
information to be provided to the Union to track the provisions in this Article.

6. PHHH will distribute membership informational material provided by the
Union to newly employed clinicians. Such material will include the Union’s
form authorizing voluntary payroll deduction of dues, if such form expressly
states that such deduction is voluntary, and a copy of this Agreement.

7. During the orientation of newly hired clinicians in PHHH, if any, PHHH will, on
request of the Union, provide up to thirty (30) minutes for a bargaining unit
clinician designated by the Union to discuss Union membership and contract
administration matters. PHHH will notify the Union or its designee of the date
and time of this orientation, at least two (2) weeks in advance. During the first
thirty (30) days of the newly hired clinician’s employment, a bargaining unit
clinician designated by the Union may arrange with the newly hired clinician
for fifteen (15) minutes to discuss Union membership and contract
administration matters. In either situation, if the designated clinician has been
released from work for this orientation, the time will be compensated as if
worked. A newly hired clinician involved in this orientation will be released
from otherwise scheduled work and will be paid for this released time.
ARTICLE 2 - EQUALITY OF EMPLOYMENT OPPORTUNITY

A. PHHH and the Union agree that they will, jointly and separately, abide by all applicable state and federal laws against discrimination in employment on account of race, color, religion, national origin, age, sex, gender identity or expression, marital status, veteran’s status, sexual orientation, or disability.

B. There shall be no discrimination by PHHH against any clinician on account of membership in or lawful activity on behalf of the Union, provided, however, the parties understand that any Union activity must not interfere with normal PHHH routine, or the clinician’s duties or those of other PHHH employees.

ARTICLE 3 - PAID TIME OFF

A. The Paid Time Off ("PTO") Program: Encompasses time taken in connection with vacation, illness, personal business, and holidays. Except for unexpected illness or emergencies, PTO should be scheduled in advance. Copies of PTO guidelines will be available to the clinicians, and the Union will be notified of revisions to the guidelines.

B. Accrual:

1. Accrual Table 1: Regular clinicians with an FTE of 0.5-1.0 will accrue PTO as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>PTO Accrual per Hour Paid (Not to Exceed 80 Hours in a Pay Period)</th>
<th>PTO Accrual per Year per 1.0 FTE</th>
<th>Maximum PTO Accrual per 1.0 FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.0961 hours</td>
<td>200 hours</td>
<td>300 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1078 hours</td>
<td>224 hours</td>
<td>336 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1154 hours</td>
<td>240 hours</td>
<td>360 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1269 hours</td>
<td>264 hours</td>
<td>396 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1346 hours</td>
<td>280 hours</td>
<td>420 hours</td>
</tr>
</tbody>
</table>

2. Accrual Table 2: Regular clinicians who are scheduled to work thirty-six (36) hours each workweek (e.g. three (3) twelve (12)-hour shifts or four (4) nine (9)-hour shifts) will accrue PTO as follows:
<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>PTO Accrual per Hour Paid (Not to Exceed 80 Hours in a Pay Period)</th>
<th>PTO Accrual per Year per 0.9 FTE</th>
<th>Maximum PTO Accrual per 0.9 FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.1004 hours</td>
<td>188 hours</td>
<td>282 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.1122 hours</td>
<td>210 hours</td>
<td>315 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.1197 hours</td>
<td>224 hours</td>
<td>336 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.1314 hours</td>
<td>246 hours</td>
<td>369 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.1389 hours</td>
<td>260 hours</td>
<td>390 hours</td>
</tr>
</tbody>
</table>

PTO accrual will cease when a clinician has unused PTO accrual equal to one and one-half (1 1/2) times the applicable annual accruals set forth above.

C. Definition of a Paid Hour: A paid hour under B above will include only (1) hours directly compensated by PHHH and (2) hours not worked on one of a clinician’s scheduled working days in accordance with Article 5.O (Low Census/Daily Reduction in Hours) of this Agreement; and will exclude overtime hours, unworked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular clinician.

D. Pay: PTO pay will be at the clinician’s straight-time hourly rate of pay, including regularly scheduled shift and applicable certification, clinical ladder, and RCAP differentials provided under Appendix A and Appendix B, at the time of use. PTO pay is paid on regular paydays after the PTO is used.

E. PTO Share Program: Bargaining unit clinicians may participate in PHHH’s PTO Share Program consistent with the policy then in effect.

F. Scheduling: In scheduling PTO, PHHH will provide a method for each eligible clinician to submit written requests for specific PTO. PTO requests for the following year that are made by September 30th will be approved or denied by November 1st. Clinicians’ PTO requests will not be denied based on overlapping PTO requests of clinicians who, in management’s discretion, may not cover their work or visits. PTO approvals over and above the maximum number of clinicians off will be considered
by managers on an individual basis with consideration for patient care needs. If
more clinicians within a clinical unit request the same dates for PTO than PHHH
determines to be consistent with its operating needs, then preference in scheduling
PTO will be as follows: in order of seniority for clinicians within the clinical unit who
submit their requests by September 30th and in order of PHHH’s receipt of the
written requests for clinicians within the clinical unit who submit their requests after
September 30th, except that PHHH will attempt to rotate holiday work. Clinicians who
requested a period of PTO but were denied will be notified, in order of priority as
outlined above, if the period later becomes available.

1. PTO requests for weekends and the holiday season (the week of
   Thanksgiving and the weeks before and after Christmas) will not be denied
   without reason. If such a request is denied, a written explanation will be
   provided.

2. Once PTO has been approved, PHHH will not revoke an approved PTO
   request, nor require a clinician to replace themself on the schedule. This
   includes requests for PTO on weekends.

3. PHHH will work with the Task Force to determine a process for each clinical
   unit to develop and/or implement a process for approval of PTO requests that
   is (a) consistent with the contract language above; (b) enables the clinicians
   on a clinical unit to have input into the process.

4. Except as noted above, clinicians who submit written requests for a specific
   period of PTO will be given a written response approval or denial in two (2)
   weeks.

5. In the event clinicians on a particular clinical unit or units have concerns
   about a pattern of denial of PTO or a specific situation involving denial of
   PTO, the concern may be raised with the Task Force to review.

6. Notwithstanding the above, Hospice Social Workers and Bereavement
   Counselors will retain their current PTO scheduling and approval process as
   it exists at the time of ratification. This process will not be changed unless a
majority of Hospice Social Workers and Bereavement Counselors vote to change to the process outlined for other clinicians above.

**G. Use:**

1. Accrued PTO may first be used in the pay period following the pay period when accrued.

2. For non-exempt clinicians, PTO will be used for any absence of a quarter (1/4) hour or more except as outlined in 3 and 4 below. Exempt Social Workers and Bereavement Counselors will use PTO in whole day increments for full day absences except as outlined in 3 below.

3. Both exempt and non-exempt clinicians may choose to use or not use PTO for time off for leaves of absence under applicable family and medical leave laws if the clinician’s accrued PTO account is then at forty (40) hours or less.

4. Non-exempt clinicians may choose to use or not to use PTO for time off:
   a. Under Article 5.O. (Daily Reduction in Hours/Low Census) of this Agreement, by making the appropriate entry on the clinician’s time card; if the clinician chooses to use PTO under this paragraph, the clinician may change to non-use of PTO for the number of hours worked by the clinician on an extra shift of at least eight (8) hours (other than while on standby/on-call) in the same pay period and thereby maintains the clinician’s FTE level, by giving PHHH written notice of the change before the end of the same pay period;

   b. When a clinician is assigned to a paid eight (8)-hour in-service in PHHH instead of a regularly scheduled nine (9)-, ten (10)-, or twelve (12)-hour shift and the clinician is not assigned to work the remaining hours of the regularly scheduled shift; or;

   c. When a clinician is required by PHHH to attend a committee meeting in PHHH during a regularly scheduled shift and the clinician is not assigned to work the remaining hours of the regularly scheduled shift.
d. Under b. and c. above, the clinician will make themself available for assignment to work the remaining hours of the regularly scheduled shift.

e. PTO may be used in addition to receiving workers’ compensation benefits up to a combined total of PTO and workers’ compensation benefits that does not exceed one hundred percent (100%) of the clinician’s straight-time pay plus regularly schedule shift and applicable certification, clinical ladder, and RCAP differentials for the missed hours.

5. PTO hours can also be used to supplement short-term disability and paid parental leave (and Paid Leave Oregon (PLO) when available) benefits up to one hundred percent (100%) of pay for the life of the claim or until PTO is exhausted.

6. PTO may not be used when the clinician is eligible for PHHH compensation in connection with a family death, jury duty, or witness appearance.

7. PHHH will honor the accrued PTO balances of clinicians who transfer their employment to PHHH from other Providence employers within Oregon.

H. Change in Status: A clinician’s unused PTO account will be paid to the clinician in the following circumstances:

1. Upon termination of employment and, in cases of resignation, if the clinician has also provided the required notice of intended resignation. PHHH will pay out unused PTO to a clinician who, in PHHH’s sole discretion, experienced a bona fide emergency which precluded the clinician from being able to give the required notice.

2. Upon changing from benefits-eligible (FTE 0.5 – 1.0) to non-eligible status (FTE less than 0.5).

I. Short-Term Disability/Paid Parental Leave: PHHH will provide a Short-Term Disability and/or Paid Parental Leave benefits. Clinician eligibility for this benefit is
determined by the Short-Term Disability/Paid Parental Leave plan documents. For
benefits-eligible clinicians, benefits will be as follows:

1. Short-term disability and/or paid parental leave benefits will be paid at sixty-five (65%) of the eligible clinician’s base rate of pay plus shift, certification, clinical ladder, and RCAP differentials at the time of the leave, if applicable. Beginning the first full pay period of 2024, this benefit will increase to sixty-six-point six seven percent (66.67%) of the eligible clinician’s base rate of pay plus regularly scheduled shift and applicable certification, clinical ladder, and RCAP differentials at the time of leave.

2. Beginning the first (1st) full pay period of 2024, PHHH will provide an enhanced Short-Term Disability benefit, in which benefits-eligible clinicians will be eligible for up to eight (8) weeks of leave with one hundred percent (100%) pay following the waiting period (when PTO can be used) and then sixty-six point six seven percent (66.67%) thereafter for a combined total of twenty-six (26) weeks, including base pay plus regularly scheduled shift and applicable certification, clinical ladder, and RCAP differentials provided under Appendix A and B, at the time of use.

J. Oregon State Paid Leave Program with Short-Term Disability Benefit:
Beginning the first full pay period of 2024, for the purpose of Short-Term Disability benefits, an eligible clinician who also qualified for the Oregon State paid leave program (Paid Leave Oregon), will receive the difference between their normal base plus regularly scheduled shift and applicable certification, clinical ladder, and RCAP differentials and the Paid Leave Oregon program funding equal to one hundred percent (100%) of pay for eight (8) weeks. Thereafter, for leaves that continue up to twenty-six (26) weeks, eligible clinicians will receive a combined benefit of sixty-six-point six seven percent (66.67%) of their pay described above between the Paid Leave Oregon program and Short-Term Disability benefit.
<table>
<thead>
<tr>
<th>Benefit Week</th>
<th>Paid Leave Oregon + Providence’s Enhanced Short-Term Disability Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>Standard waiting period (can use PTO hours) and may be compensated through Paid Leave Oregon</td>
</tr>
<tr>
<td>Weeks 2-9</td>
<td>Paid Leave Oregon + Providence paid leave = 100% of normal pay</td>
</tr>
<tr>
<td>Weeks 10-26</td>
<td>Paid Leave Oregon + Providence paid leave = at least 66.67% of normal pay</td>
</tr>
</tbody>
</table>

**K. Holidays:** On the observed holidays of New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the following will apply:

1. When a clinician is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the clinician, with the manager’s approval, works (or if the clinician requests but is not assigned to work) a substitute day in the same workweek, the clinician is not required to use PTO for the holiday.

2. If a clinician works on an observed holiday, the clinician will be paid one and one-half times (1 ½ x) the clinician’s straight-time rate and will retain accrued PTO hours for use at another time.

3. If an observed holiday occurs on a Saturday or Sunday, clinicians in clinical units that are regularly scheduled only Monday through Friday will observe the holiday on the Friday or Monday that is closest to the holiday and designated by PHHH.

4. A night shift will be deemed to have occurred on an observed holiday only if a majority of its scheduled hours are within the holiday.

5. If an observed holiday occurs before completion of a regular clinician’s first six (6) months of employment and the clinician does not have sufficient PTO
hours accrued, the PTO hours used for the holiday under this section will be charged against the next PTO hours accrued by the clinician.

6. The schedule of holiday assignments for the following year will be posted by August 1st. The holiday calendar year will be considered to be January 2nd – January 1st. PHHH will make every effort to rotate holidays so that a clinician will not be required to work the same holiday two (2) consecutive years or more than two (2) holidays in a holiday calendar year. PHHH will request input from the clinicians in creating the holiday schedule.

ARTICLE 4 - SAFE AND HEALTHY WORKPLACE

A. Health and Safety Laws: PHHH agrees to, at a minimum, follow all applicable health and safety laws including Occupational Safety and Health Act and the Oregon Safe Employment Act.

B. Personal Protective Equipment: PHHH agrees to make every reasonable effort to provide all necessary personal protective equipment. Clinicians shall be permitted at all times to use such equipment according to the manufacturer’s standards.

C. Safety Concerns for Field Staff:

1. Prescreening. PHHH will develop and implement a consistent patient prescreening process that, at minimum, requires that patients or their caregivers comply with each aspect of the safety agreement outlined in the admission packet before any clinician performs a visit. The prescreening process will provide consistent and clear definitions of (a) having weapons, including firearms, safely stored and (b) having pets safely secured.

2. Clinician Screening. Clinicians will review the prescreening record and verify patient compliance before each visit. If a patient is not compliant, the clinician is not required to make the visit and shall immediately notify their manager of the patient’s noncompliance.

3. Flagging Safety Concerns. PHHH will create and maintain a mechanism by which clinicians, in consultation with managers and the interdisciplinary team, can visibly flag safety concerns related to the environment of care. Flags for
safety concerns, and any recommended safeguards, will be visible in patient charts. Where a safety concern has been flagged, PHHH will determine whether it is appropriate to discharge the patient. If the patient is not discharged, PHHH will work with the clinician to determine whether patient care by the clinician can continue while providing a safe work environment and, if so, appropriate strategies to mitigate concerns. If a clinician still has safety concerns visiting that patient, the patient will be reassigned, and the clinician will not be subject to corrective action based on productivity or exercising the clinicians’ rights under this Article. When such a patient is reassigned, the clinician to whom the patient is reassigned will be informed of the safety concern, provided an opportunity to discuss strategies to mitigate the concern, and allowed to decline the reassignment. No clinician will be required to perform a visit to an environment of care for which they have unresolved safety concerns. PHHH will offer clinicians training in de-escalation techniques.

D. Workplace Violence: PHHH will continue to provide resources to clinicians who experience workplace violence, including but not limited to workers’ compensation benefits, short-term and long-term disability, PTO, and counselling services through the health plan. Employees shall not be retaliated against for reporting incidences of workplace violence.

E. Healthy Work Environment: PHHH and the Union agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive, bullying, threatening, harassing or intimidating language or behavior, are unacceptable and will not be tolerated.

1. Any employee who witnesses or believes they are subject to such behavior should raise their concerns with their manager as soon as possible. If the manager is unavailable, or if the employee believes it would be inappropriate to contact that person, the employee should raise their concerns with Human Resources.
2. Any employee who in good faith reports such behavior, or who cooperates in an investigation of such behavior, will not be subject to retaliation by PHHH, the Union or by co-workers. Any employee who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager or Human Resources representative as soon as possible.

3. PHHH will promptly investigate any reports of such behavior and, based on such investigation and, applying appropriate discretion, take appropriate action to prevent the reoccurrence of such behavior. Any employee who has been found to have engaged in such inappropriate behavior will be subject to corrective action, up to and including termination.

4. PHHH will communicate to the employee who was subject to such alleged abusive, bullying, threatening, harassing or intimidating behavior whether the investigation supported the allegation, did not support the allegation, or was inconclusive. PHHH may choose to keep confidential, consistent with policy, the level of corrective action given to an employee who has been found to have engaged in such behavior.

5. A Union representative may be present during an investigatory meeting with a represented employee whether they filed a complaint or someone filed a complaint against them.

**ARTICLE 5 - HOURS OF WORK**

A. The basic workweek shall be forty (40) hours in a designated seven (7) consecutive day period commencing at 12:01 a.m. Sunday for day and evening shift clinicians and at 12:01 a.m. Saturday, or the beginning of the night shift closest thereto, for night shift clinicians. When agreed to by the clinician and PHHH, a work period of eighty (80) hours in fourteen (14) consecutive days may be adopted in conformity with the Fair Labor Standards Act and applicable state law.
B. The basic workday shall be eight (8) hours to be worked within eight and one-half (8 1/2) consecutive hours in a twenty-four (24) hour period, commencing at 12:01 a.m. or, for night shift employees, the beginning of the night shift closest thereto, including:

1. A lunch period of one-half (1/2) hour on the clinician’s own time; and

2. One (1) fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work which, insofar as practicable, shall be near the middle of such work duration.

3. The parties acknowledge the legal requirements and the importance of rest and meal periods for clinicians. The parties further acknowledge that the scheduling of regular rest periods may not be possible due to the nature and circumstances of work in Home Health and Hospice (including emergent patient care needs, the safety and health of patients, availability of other clinicians to provide relief, and intermittent and unpredictable patient census and needs). The parties therefore agree as follows:

   a. Scheduling of breaks is best resolved by unit-based decisions, where the affected clinicians are involved in creative and flexible approaches to the scheduling of rest periods.

   b. Each clinical unit has the flexibility to develop a process for scheduling clinicians for the total amount of rest and meal periods set forth in paragraph B.1 and B.2 above, subject to the following:

      i. The process must be approved by the manager;

      ii. The preferred approach is to relieve clinicians for two (2) fifteen (15)-minute rest periods and one (1) thirty (30)-minute meal period within an eight (8)-hour shift. Clinicians may request, subject to management approval, the flexibility to combine rest and meal periods up to a combined forty-five (45)-minute break (thirty (30) minutes+ fifteen (15) minutes) or two (2) fifteen (15)-minute breaks (fifteen (15) + fifteen (15)); and
iii. If a clinician is not able to take a thirty (30)-minute uninterrupted meal period, the clinician will be paid for such thirty (30) minutes. The clinician must inform their manager if the clinician anticipates they will be or actually is unable to take such thirty (30)-minute uninterrupted meal period.

c. In the event clinicians in a particular clinical unit or units have concerns about the implementation of this subparagraph B.3., the concern may be raised with the PCC, in addition to the remedies provided by the grievance procedure.

d. There will be no retaliation for reporting or recording missed meals or breaks.

C. A clinician and PHHH may agree to a work schedule other than those involving a basic workweek or basic workday. A clinician’s request for such an alternative work schedule shall be approved unless PHHH demonstrates a legitimate operational need that prevents approval of the schedule. If such a request is denied, a written explanation will be provided. The schedule agreement will not be terminated without mutual consent except where legitimate operational need is demonstrated. PHHH will first seek to accomplish the changes through volunteers and then will mandate changes in order of reverse seniority.

D. Overtime compensation shall be paid at one and one-half (1 1/2) times the clinician’s regular straight time hourly rate of pay for all hours worked in excess of:

1. Forty (40) hours in each basic workweek, or

2. Eight (8) consecutive hours, or eight (8) hours in each basic workday, except that hours worked in a prior workday because of a change in shift beginning time shall not be treated as overtime hours (This subsection shall not be used as a basis for changing a clinician’s scheduled starting time, without the clinician’s consent), or
3. Consistent with the requirements of the Fair Labor Standards Act, when a work schedule of eighty (80) hours in fourteen (14) consecutive days has been adopted, or

4. Those agreed to when different work schedules are selected under C above, except that hours worked in excess of thirty-six (36) hours in each workweek shall be paid at the overtime rate for (a) a clinician whose schedule consists exclusively of three (3) days each week, with each workday consisting of a twelve (12)-hour shift, or (b) a night shift clinician whose schedule consists exclusively of four (4) days each week, with each workday consisting of a nine (9)-hour shift, provided in either situation that during the workweek the clinician works such number of days on the applicable shift.

E. There shall be no pyramiding of time-and-one-half (1 ¼) premiums for overtime, holidays and standby/callback. In calculating such premiums, the multiplier used shall be the hourly compensation under Appendix A applicable to the hours worked for which such premiums are being paid.

F. A clinician will be expected to obtain proper advance authorization, except when not possible, for work in excess of the clinician’s basic workday or basic workweek. A clinician who has attempted to call, text, or message their manager (or a clearly articulated designee) to receive authorization for work in excess of their basic workday or basic workweek will have fulfilled their obligation to attempt to receive prior authorization. Excess work will be by mutual consent, except that a clinician may be required to remain at work beyond a clinician’s scheduled workday, subject to applicable limitations under state law or administrative rule. A clinician who reasonably anticipates the need for work in excess of their basic workday or basic workweek shall timely, per current protocol, contact their manager to explore mitigation options which may include a reduction of the number of patient visits. If no mitigation option is available, it will be considered mandating a clinician to work beyond their scheduled workday. No clinician shall be required to work when the clinician, in their or their manager’s judgement, is unsafe to perform patient care duties.
G. All time spent performing work is to be done on paid time. There will be no retaliation for reporting or recording overtime hours worked.

H. Work schedules shall be prepared for monthly periods and will be posted by the fifteenth (15th) of the month before to the beginning of the scheduled period. Once posted, the schedule will not be changed without the mutual consent of the affected clinician(s) and PHHH, except as listed below.

1. The frequency of regularly scheduled weekend work will be set by clinical unit at no more than the frequency of such work as of July 14, 2023. PHHH may change the frequency of weekend work for clinical units with a weekend work requirement only after providing sixty (60) days’ notice to the Union and bargaining the impact of such change.

Bereavement Counselors, Mental Health Nurses, Palliative Care Nurses, Wound Ostomy Nurses, Home Health Social Workers, Occupational Therapists, and Speech Language Pathologists do not have a weekend work requirement, except that for Camp Erin for Bereavement Counselors.

2. For Nurses and Hospice Social Workers: the schedule of weekend work assignments for the following year will be posted by August 1st. Those Nurses and Hospice Social Workers who begin employment with PHHH after the August 1st schedule posting will receive their assignment of weekend work within thirty (30) days of beginning employment.

By request, schedules that include work on only one (1) weekend day (i.e. only Saturdays or only Sundays) but accomplish the same number of shifts worked per designated period may be approved by mutual agreement.

For Physical Therapists: PHHH will continue the practice of allowing Physical Therapists, at their selection, to work their full work week on weeks that the Physical Therapist has scheduled weekend work. Physical Therapists will sign up for their weekend shift in six (6)-month scheduling blocks to be filled at least two (2) months before the beginning of the scheduling block. Additional weekend shifts may be filled on a necessary basis. If necessary
shifts cannot be filled by volunteers, PHHH may assign remaining weekends using a system of rotation starting with the least recent date of mandated weekend work.

After the schedule is posted, a clinician will not be required to work an unscheduled weekend, except in emergencies in which case the clinician will be paid the incentive set forth in Appendix A, Section N.

3. After the schedule is posted, a clinician may trade shifts with another clinician who is qualified to perform the clinician’s duties so long as the clinician originally scheduled provides their manager with written confirmation from the clinician accepting the shift at least forty-eight (48) hours prior to the shift. Clinicians must first receive written supervisory approval. Managers shall provide an explanation for disapproved trades.

4. After the schedule is posted, a clinician may give a single shift to another clinician who is qualified to perform the clinician’s duties so long as the clinician originally scheduled provides their manager with written confirmation from the clinician accepting the shift prior to the start of the shift and the clinician accepting the shift will not be receiving premium pay of time and one-half or greater for working the shift. Clinicians must first obtain supervisory approval. Managers shall provide an explanation for disapproved trades.

I. Clinicians should notify PHHH of any unexpected absence from work as far in advance as possible, but at least two and one-half (2½) hours before the start of the clinician’s shift, unless the reason for absence cannot be reasonably known within this time period.

J. PHHH will post a schedule indicating the shifts available for per diem clinicians by the fifth of the month prior to the scheduled month. Each per diem clinician will submit to the clinician’s manager and/or designee a list of the dates that the clinician prefers to work, in order of such preference, by the tenth (10th) of the month. PHHH will then assign shifts and then post the schedule in accordance with this Article 5.
1. The parties acknowledge that PHHH cannot always honor the preferences expressed by the per diem clinicians and that the clinicians retain the obligations to work as outlined in Article 1.

2. When more than one (1) per diem clinician wants to work the same shift, PHHH will work to rotate who will be offered such shifts.

K. Clinicians who are scheduled to report for work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall be offered any available alternate assignment as outlined in Section M, or the clinician may elect to take the day off, beyond the four (4) guaranteed hours of pay, as PTO or without pay. When PHHH is unable to utilize such clinician and the reason for lack of work is within the control of PHHH the clinician shall be paid an amount equivalent to four (4) hours, or one-half the scheduled hours of the shift canceled if that number is greater than four (4), times the straight-time hourly rate plus applicable shift differential; provided, however, that a clinician who was scheduled to work less than four (4) hours on such day shall be paid the clinician’s regularly scheduled number of hours of work for reporting and not working through no fault of the clinician. The provisions of this section shall not apply if the lack of work is not within the control of PHHH, or if PHHH makes a reasonable effort to notify the clinician by telephone not to report for work at least two (2) hours before the clinician’s scheduled time to work. It shall be the responsibility of the clinician to notify PHHH of the clinician’s current address and telephone number. Failure to do so shall preclude PHHH from the notification requirements and the payment of the above minimum guarantee. If a clinician is dismissed and is not notified before the start of the next shift that they would have otherwise worked, they shall receive four (4) hours’ pay in accordance with the provisions of this section.

L. Rotating shifts are defined as shifts that rotate among day, evening and night shift(s). Variable shifts are defined as shifts that may vary in start time by four (4) hours or less. Clinicians will not be regularly scheduled to work rotating shifts, except in emergencies or for the purpose of participation in an educational program. Clinicians may be hired to regularly work variable shifts. Candidates will be informed about the range of possible start times (not to exceed four (4) hours) during the
hiring process. Any clinician may voluntarily agree to be regularly scheduled to work variable shifts or start times outside of variable shift parameters. Such agreement will be in writing and signed by the clinician. PHHH may require any clinician to work a variable shift or start times outside of variable shift parameters in an emergency or for the purpose of participating in an educational program. For the purpose of this section, self-scheduled start times are considered voluntary, however no clinician shall be required to participate in self-scheduling.

M. Alternate Assignments: For purposes of this Section, “alternate assignment” means a partial or full patient assignment that is substantially distant from the clinician’s normally assigned geographic area.

1. In the event that PHHH determines that a qualified clinician or clinicians need(s) to be given an alternate assignment due to lack of coverage at another location, PHHH will use the following process:
   a. Volunteers will first be solicited for the alternate assignment.
   b. Per diem clinicians will then be given the alternate assignment.
   c. Those clinicians holding “float” positions or not otherwise serving as case managers will be given the alternate assignment.
   d. If a clinician or clinicians are still needed to fill the alternate assignment, PHHH will assign clinicians by a system of rotation. The system of rotation will be by reverse seniority of clinicians.

2. Any clinician who is given an alternate assignment will:
   a. be given proper orientation to the clinical unit and team, including a list of the names and contact phone number for the manager, regular case manager, Scheduling Coordinator and team;
   b. be added to the Microsoft Teams team channels for the duration of the alternate assignment;
c. be given a patient load that is appropriate, with consideration given to the clinician’s travel time and the type of patients to be cared for (new admissions, etc.);

d. be given an assignment that is as geographically contiguous as reasonably possible; and

e. be informed of the anticipated duration of the assignment; and

f. be returned to their regular assignment/territory at the conclusion of the alternate assignment.

3. Any clinician who feels that an alternate assignment created an undue hardship may raise such concern with the Professional Care Committee or with the Task Force established by Article 21.

N. Variable Assignments: For the purposes of this paragraph N, a variable assignment is defined as an assignment that can include at least two (2) of the following: triage, field or referrals.

1. PHHH will not schedule clinicians to work both in the field and the office in the course of a daily shift, except by mutual consent. If during the course of a shift, staffing needs change, it may be necessary to change a clinician’s work assignment to ensure the ability to meet urgent patient and family care needs. Volunteers will first be sought. If there are no volunteers, a change will be made to a clinician’s assignment using an equitable system of rotation starting in reverse seniority.

2. A system of rotation will be used in order to avoid having clinicians work variable assignments on consecutive days. In case of an emergency, if an assignment needs to be changed the clinician will be notified at the beginning of their shift and be given adequate travel time as needed.

3. In order to allow clinicians adequate rest between shifts while still allowing them to schedule work on consecutive days, clinicians with variable start
times who also work variable assignments will have a minimum of eleven
(11) hours between the end of one shift and beginning of the next shift.

O. Low Census/Daily Reduction in Hours: In the event of an anticipated need for
clinicians not working all or part of one of their scheduled working days at the
request of PHHH, clinicians without a full patient visit load for the day will first be
informed of available alternate assignments for the impacted workday and given the
opportunity to volunteer to take the alternate assignment as outlined in Section M.
PHHH will not assign partial day low census/daily reduction in hours when a clinician
has assigned work other than patient visits that can be performed for the remainder
of their workday. When PHHH requests that a clinician not work all or part of a
scheduled workday, the following order for assigning time off shall be used:

1. Volunteers to take the time off shall be sought in the shift of the clinical unit
   affected. PHHH and a regular clinician volunteer may agree that the clinician
   will take the time off ahead of a per diem clinician on the same shift and unit.
   For purposes of the preceding sentence, a "same shift and unit" exists where
   both the volunteer and the per diem clinician on a shift of the same clinical
   unit have the same starting and ending times for that shift.

2. Per diem clinicians on the shift of the clinical unit affected will be assigned
   such time off using a system of rotation.

3. Regular clinicians eligible for any time-and-one-half (1 ½) or greater premium
   for working on the shift of the clinical unit affected will be assigned such time
   off using a system of rotation.

4. Regular clinicians working an extra shift on the shift of the clinical unit
   affected will be assigned such time off using a system of rotation.

5. The remaining regular clinicians on the shift of the clinical unit affected will be
   assigned such time off using a system of rotation.

   The rotation system shall include volunteer time taken. Rotation shall be
   subject to temporary variation because of scheduled days off, absences,
inability to contact the clinician whose turn in the rotation it is, or when PHHH cannot otherwise provide from among available and qualified clinicians for the remaining work required to be done. If the Union believes that such rotation during the monthly period covered by the preceding posted work schedule has resulted in inequitable distribution of such days not worked, it may ask to discuss this with PHHH. Upon such a request from the Union, PHHH will meet with a Union committee to review the matter and consider other approaches. Regular clinicians shall not suffer the loss of any fringe benefits as a result of not working all or part of one of their scheduled working days under this section. Agency, Sharecare or cross trained clinicians will not be assigned to work on the shift of a clinical unit that a clinician is not working as scheduled because of being assigned time off under this section, except when the clinician is not working as a result of volunteering to take the time off.

P. Caseload: PHHH will work collaboratively with clinicians when determining appropriate caseloads. PCC will develop and recommend criteria by which PHHH will determine appropriate caseloads and management of complex patients.

Caseloads will be prorated or adjusted for clinicians working less than a 1.0 full-time equivalent. Caseloads may be adjusted for patients located outside a clinician’s regular territory and other circumstances impacting the clinician’s workload and/or patient care.

Clinicians who are experiencing difficulty meeting patient care needs due to the acuity or complexity of the patients assigned, travel time, or required documentation will inform their manager. The manager will work collaboratively with the clinician to adjust the clinician’s caseload appropriately. If the clinician is not satisfied with the resolution, they may bring the matter to the PCC.

Q. Inclement Weather: If inclement weather conditions prevent a clinician from safely traveling to make home visits during all or a portion of the clinician’s scheduled workday, the inability of the clinician to perform such visits will not be considered an occurrence under the Employer’s attendance policy and any impact to a clinician’s
productivity will not result in corrective action nor negatively impact the clinician’s performance review.

ARTICLE 6 - EMPLOYMENT STATUS

A. PHHH shall have the right to suspend, discharge and discipline clinicians for just cause. Discipline/corrective action will be used progressively in the following steps: coaching or counseling (prior to formal disciplinary/corrective action); documented verbal warning; written warning and/or final written warning including a statement that if the issue does not improve, termination may result; and termination of employment, except that PHHH may bypass one (1) or more of these steps of discipline for causes it deems more serious, in accordance with just cause. Disciplinary/corrective action will be conveyed in a private manner.

B. PHHH shall have the right to hire, promote and transfer clinicians, except as expressly limited by the Agreement.

C. A clinician employed by PHHH shall be considered probationary during the first one hundred and eighty (180) calendar days of employment. If a clinician is terminated by PHHH during the probationary period, but after one hundred and twenty (120) calendar days of employment, and the clinician has not been given a written evaluation after sixty (60) calendar days of employment and before completion of one hundred and twenty (120) calendar days of employment, then PHHH shall give the clinician no less than three (3) weeks’ notice of termination of employment or pay in lieu thereof for any part of the three (3)-week period for which such notice was not given, unless the termination is for violation of professional ethics as defined by the clinician’s discipline-specific state licensing board, for purposes of this paragraph C, only. The preceding notice provision, when applicable, is in place of the notice provisions in E below.

D. Clinicians shall give PHHH not less than two (2) weeks’ notice of intended resignation.

E. PHHH shall give clinicians no less than two (2) weeks’ notice of termination of employment. If less notice is given, then PHHH will provide pay in lieu thereof for
any days which would have been worked within that part of the two (2)-week period
for which such notice was not given; provided, however, that no such advance notice
or pay in lieu thereof shall be required for clinicians who are discharged for violation
of professional ethics.

F. A clinician who feels they have been suspended, disciplined, or discharged without
just cause may present a grievance for consideration under Article 12, Grievance
Procedure, except as limited in paragraph A therein. A clinician will also be permitted
to submit to their personnel file a written rebuttal or explanation, which will be
included with any documentation of discipline or discharge. After three (3) years, if
no further corrective action is applied, a clinician may request in writing that the
disciplinary action be removed from their personnel file. If the request is approved,
the corrective action will be kept in a separate confidential file and shall not be used
for the purposes of corrective action. Any removal of material from the personnel file
shall be at the sole discretion of the Director and shall not be unreasonably withheld.

G. A clinician shall, if they so request, be granted an interview upon the termination of
the clinician’s employment.

H. A clinician who is absent from work for three (3) consecutive working days without
notice to PHHH is subject to discipline, suspension, or discharge.

I. Restrooms shall be provided by PHHH. For clinicians working in the field,
reasonable travel time and mileage to publicly available restrooms will be paid.

ARTICLE 7 - LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted to regular clinicians who have been
continuously employed for at least six (6) months at the option of PHHH for good
cause shown when applied for in writing in advance, except that no leaves of
absence other than for health (including parental leave) or extended professional
study purposes will be granted between June 1 and September 1 each year. Leaves
of absence will be granted only in writing. However, a clinician will be deemed to be
on a leave of absence from the beginning of any approved period of unpaid
absence, other than layoff, regardless of the completion of paperwork under this section.

B. **Protected Leave:** Paid Leave Oregon (PLO), Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), and workers’ compensation leaves of absence will be granted in accordance with applicable law. PHHH will permit a clinician who is approved for such leave to use accrued PTO for all hours taken for such leave that are not otherwise compensated, as outlined in the provisions of applicable law and this Agreement.

C. Regardless of eligibility for leave under PLO, FMLA, or OFLA, clinicians who have completed the first six (6) months of employment are eligible for up to six (6) months of leave to care for their own serious health condition and parental leave. This leave will be available on an intermittent basis, as long as the clinician also qualifies under PLO, FMLA, or OFLA; if the clinician does not qualify under PLO, FMLA, or OFLA, such leave will not be available on an intermittent basis. Time taken under PLO, FMLA, or OFLA will count toward the six (6)-month maximum. Benefits continue as required under PLO, FMLA, or OFLA, or as long as the clinician is using PTO or Short-Term Disability (STD). Clinicians are not guaranteed reinstatement while on non-PLO, FMLA, or OFLA leave to the same position except (a) as required by law or (b) as stated in Sections J and K below.

D. **Armed Services Leave:** Leaves of absence for service in the Armed Forces of the United States will be granted in accordance with federal law. An employee on an Armed Services Leave may use available PTO during such leave or may choose to take the leave unpaid.

E. A clinician will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence. A clinician’s anniversary date for purposes of wage increases and vacation accrual rates shall not be changed because of being on a leave for thirty (30) days or less.
F. A clinician who continues to be absent following the expiration of a written leave of absence, or emergency extension thereof granted by PHHH, may be subject to discipline, suspension, or discharge.

G. **Bereavement Leave:** A clinician who has a death in the clinician’s immediate family will be granted up to three (3) days’ time off with pay. A member of the clinician’s immediate family for this purpose is defined as the parent, grandparent, parent-in-law, spouse, child (including foster child), grandchild, sibling of the clinician; parent, child, or sibling of the clinician’s spouse; spouse of the clinician’s child; or other person whose association with the clinician was, at the time of death, equivalent to any of these relationships (including legal guardianships). Consistent with OFLA, clinicians may be off work for up to two (2) weeks to make funeral arrangements, attend the funeral, or to grieve a family member who has passed away. Such leave will be taken within sixty (60) days of the clinician learning of the death of the family member. Clinicians may use accrued leave to cover time off work beyond the three (3) days referenced in this section or, if they have forty (40) or fewer hours of accrued leave, they may elect to take additional time off unpaid.

H. **Jury Duty:** A clinician who is required to perform jury duty will, if they request, be rescheduled to a comparable schedule on day shift during the Monday through Friday period and be permitted the necessary time off from such new schedule to perform such service, for a period not to exceed two (2) calendar weeks per year. A clinician who is required to perform jury duty will be paid the clinician’s regular straight-time pay for the scheduled workdays missed, provided that they have made arrangements with the clinician’s manager in advance. If the clinician receives one hundred ($100) or more per day in renumeration for serving jury duty, then the clinician will be paid the difference between the clinician’s regular straight-time pay for the scheduled workdays missed and the jury duty pay. The clinician must furnish a signed statement from a responsible officer of the court as proof of jury duty.

I. Clinicians who are subpoenaed to appear as a witness in a court case, in which neither clinicians nor the Union is making a claim against PHHH, involving their duties at PHHH during their normal time off duty will be compensated for the time spent in connection with such an appearance as follows: They will be paid their
straight-time rate of pay, not including shift differential, provided that the subpoenaed clinician notifies PHHH immediately upon receipt of the subpoena. Such pay will not be deemed to be for hours worked. They will also be given, if they so request, equivalent time off from work in their scheduled shift immediately before or their scheduled shift immediately after such an appearance, provided that the subpoenaed clinician makes the request immediately upon receipt of the subpoena.

J. Return from non-PLO, FMLA, or OFLA leave in sixty (60) days or less: Upon completion of a leave of absence of sixty (60) days (one hundred and eighty (180) days where the leave is for a compensable injury/illness under Oregon’s Workers’ Compensation Law, or more if required by that law) or less, the clinician will be reinstated in the clinician’s former job (including position, assignment/territory, unit, shift and schedule).

K. Return from non-PLO, FMLA, or OFLA leave of sixty-one (61) days or longer: Upon completion of a leave of absence of over sixty (60) days (one hundred and eighty (180) days where the leave is for a compensable injury/illness under Oregon’s Workers’ Compensation Law, or more if required by that law), the clinician will be offered reinstatement to the clinician’s former job (including position (but not necessarily the same assignment/territory), unit, shift and schedule), if such job has not been filled. If such job has been filled, the clinician will be given preference for a vacancy for which the clinician applies in the same or a lower position on the clinician’s former shift which the clinician is qualified to fill and, if the former job thereafter becomes available within one hundred and fifty (150) days of commencement of such leave (two hundred and ten (210) days where the leave is for a compensable injury/illness under Oregon’s Workers’ Compensation Law, or more if required by that law), preference upon application for the clinician’s former job (including position (but not necessarily the same assignment/territory), unit, shift and schedule). The layoff provisions of Article 16 of this Agreement are not applicable to a clinician who is eligible for reinstatement, but has not yet been reinstated, under the preceding two (2) sentences, except for purposes of the recall provision. Under the recall provision, such a clinician’s position for recall from among the clinicians eligible for recall will be determined as if the clinician was laid off in accordance with their seniority.
ARTICLE 8 - HEALTH AND WELFARE

A. Laboratory examinations, and prophylactic treatments, when indicated because of exposure to communicable diseases at work, shall be provided by PHHH without cost to the clinician.

B. In the event of an exposure, PHHH will provide any exposure specific testing as defined by the Center for Disease Control (CDC) at no cost to the clinician. A clinician, upon request, will be furnished a copy of all results of the aforementioned tests. If PHHH requires a clinician quarantine, PHHH will provide the clinician with work from home duties, if in PHHH’s discretion, such work is available. If PHHH requires a clinician quarantine, then clinicians may not work from home without PHHH’s authorization.

C. PHHH will provide Group Life Insurance on the same terms as provided to a majority of PHHH’s other employees.

D. Each actively working regular clinician will participate in the benefit program offered to a majority of PHHH’s other employees, in accordance with their terms and Appendix C. From the Providence benefits program, the clinician will select: (1) a medical coverage (Health Reimbursement Medical Plan (HRA), Health Savings Medical Plan (HSA) or the Exclusive Provider Organization (EPO) Plan); (2) dental coverage (Delta Dental PPO 1500 or Delta Dental PPO 2000), (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day care Flexible Spending Account (FSA), (8) long-term disability coverage, (9) short-term disability; and (10) vision coverage. PHHH will offer all such benefits directly or through insurance carriers selected by PHHH.

Clinicians who transfer from other Providence employers within Oregon to benefit-eligible positions at PHHH will retain their current medical benefits, including any benefit selections for the year and any account balances.
E. For the term of this Collective Bargaining Agreement, PHHH will not make any significant or material changes in the medical, dental, and vision insurance plan design with regard to (a) amount of the in-network net deductible (defined as deductible minus monetary contributions from PHHH for either the HRA or the HSA); (b) the percentage of employee premium contributions; (c) annual out-of-pocket maximums for in-network expenses; and (d) amount of spousal surcharge. The spousal surcharge will be the only such surcharge in the medical and dental insurance plan.

F. For the term of the Collective Bargaining Agreement, PHHH will not charge or create any significant or material newly contemplated never before charged fee for the medical, dental and vision insurance plans.

ARTICLE 9 - PENSIONS

A. Clinicians will participate in PHHH’s retirement plans in accordance with their terms.

B. At the time of ratification, the retirement plans include:
   1. the Core Plan (as frozen);
   2. the 401(k) Savings Plan;
   3. the Value Plan (403(b)) as frozen; and
   4. the 457(b) plan.

C. PHHH shall not reduce the benefits provided in such plans unless required by the terms of a state or federal statute during the term of this Agreement.

D. PHHH may from time to time amend the terms of the plans described in this Article; except (1) as limited by C above and (2) that coverage of clinicians under B above shall correspond with the terms of coverage applicable to a majority of PHHH’s employees.
ARTICLE 10 - UNION BUSINESS

A. Duly authorized representatives of the Union shall be permitted at all reasonable times to enter any Providence location from which bargaining unit clinicians work, including but not limited to, PHHH offices, for purposes of transacting Union business and observing conditions under which clinicians are employed; provided, however, that the Union’s representative shall comply with PHHH’s security and identification procedures. Transaction of any business shall be conducted in an appropriate location subject to general PHHH rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

B. PHHH will provide the Union with designated bulletin board space of approximately two (2) feet by three (3) feet at PHHH’s office locations for bargaining unit clinicians, which will be the exclusive places for the posting of Union-related notices. Such postings shall be limited to notices that relate to contract negotiation and administration matters.

C. Information: PHHH will supply the bargaining unit chair and Union monthly, by electronic means, a list of all bargaining unit clinicians showing their full name, home addresses on record (street name and number, city, state and zip code), listed telephone numbers, beginning dates of their last period of continuous employment, status (full-time, part-time, or per diem), and the assigned shifts and clinical unit, title, FTE, and date of hire or adjusted date of hire of each clinician. PHHH will also supply each month a list showing the names and addresses of all clinicians who terminated during the preceding month including transfers from the bargaining unit. The Union may request additional information relevant to this Agreement and its application, as needed, in accordance with the National Labor Relations Act.

D. Clinicians who serve on the bargaining team, as representatives in investigatory or grievance meetings, or as delegates, cabinet members, or board members, of the Union or its parent (ANA) will be granted time off to attend to official union business, as outlined below.

   1. Clinicians must submit such a request for time off as soon as possible.
2. Clinicians who submit requests pursuant to this paragraph D will be permitted to either:
   
   a. Use accrued but unused PTO in the clinician’s account; or

   b. Take unpaid time off without loss of benefits if the clinician’s accrued PTO account is then at eighty (80) hours or less.

3. If more than two (2) clinicians on the same clinical unit and shift request time off pursuant to this paragraph D for the same or overlapping periods of time, PHHH will determine whether all of the clinicians’ requests may be granted, consistent with patient care needs. If such requests cannot be granted, PHHH will meet with the Union to determine which of the clinicians’ requests will be granted.

ARTICLE 11 - NO STRIKE

A. In view of the importance of the operation of PHHH’s facilities to the community, PHHH and the Union agree that there shall be no lockouts by PHHH and no strikes, picketing or other actual or attempted interruptions of work by clinicians or the Union during the term of this Agreement.

B. PHHH and the Union further agree that there shall be no sympathy strikes by clinicians or the Union during the term of this Agreement. If, however, an individual clinician in good conscience does not want to cross a lawful primary picket line, the clinician may request absent time without pay or benefits. Such request will be considered by PHHH, which may grant the request if it determines, in its sole discretion, that patient care will not be adversely affected. If the request is not granted, it shall not be a violation of this Article for a clinician to engage in sympathy picketing on the clinician’s own time, in support of the lawful primary picket line, if such picketing does not interfere with the clinician’s assigned hours of work.

ARTICLE 12 - GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute by a clinician over PHHH’s interpretation and application of the provisions of this Agreement. During a clinician’s probationary period, the clinician may present grievances under this Article to the same extent as
a clinician, except that neither discipline nor termination of a probationary period
clinician will be subject to this Article. A grievance shall be presented exclusively in
accordance with the following procedure:

**Step 1** - If a clinician has a grievance, they may present it in writing (containing, to
the best of the clinician’s understanding, the facts and Agreement provisions
involved) to the clinician’s manager within twenty-one (21) days after the date when
they had knowledge or, in the normal course of events, should have had knowledge
of the occurrence involved in the grievance. Upon mutual agreement between PHHH
and the clinician, the clinician may present the grievance to a manager other than
the clinician’s manager. A grievance concerning discharge or other discipline must
be presented within fourteen (14) days after the date of notice of any discharge or
other discipline which is the subject of the grievance. Only a clinician who was
actually involved in the occurrence may present a grievance, unless (a) another
clinician presents the grievance because the former clinician is mentally or physically
incapable of doing so or (b) any clinician who is an officer of the bargaining unit
presents a group grievance where the occurrence actually involved two (2) or more
clinicians. The manager’s reply is due within fourteen (14) days of such presentation.
The Union may choose to present such a group grievance at Step 1 if the affected
clinicians have the same manager. Otherwise, the grievance will be presented at
Step 2.

**Step 2** - If the grievance is not resolved to the clinician’s satisfaction at Step 1, they
may present the grievance in writing to the Senior Manager or Director (and/or
designee) within fourteen (14) days after receipt of the response in Step 1. If no Step
1 response is received within the time required, they may present the grievance in
writing to the Senior Manager or Director (and/or designee) within fourteen (14) days
after the deadline for response. The Senior Manager’s or Director’s (and/or
designee’s) written response to the grievant and the Union is due within fourteen
(14) days after a meeting between such PHHH representative, the grievant, and the
grievant’s representative. If no meeting is held, such written response is due within
fourteen (14) days after presentation of the grievance.
**Step 3** - If the grievance is not resolved to the clinician’s satisfaction at Step 2, they may present the grievance in writing to the Director or Executive Director (and/or designee) within fourteen (14) days after receipt of the response in Step 2. If no Step 2 response is received within the time required, they may present the grievance in writing to the Director or Executive Director (and/or designee) within fourteen (14) days after the deadline for response. The Director’s or Executive Director’s (and/or designee’s) written response to the grievant and the Union is due within fourteen (14) days after a meeting between such PHHH representative, the grievant, and the grievant’s representative, if any. If no meeting is held, such written response is due within fourteen (14) days after presentation of the grievance.

**Step 4** - If the grievance is not resolved to the clinician’s satisfaction at Step 3 or through mediation as described below, the Union may submit the grievance to an impartial arbitrator for determination. If it decides to do so, the Union must notify the Director or Executive Director (or designee, whomever heard the grievance at Step 3) in writing of such submission not later than fourteen (14) days after receipt of the Step 3 response. If such response has not been received, the Union must notify the Director or Executive Director (or designee, whomever heard the grievance at Step 3) in writing of such submission no later than twenty-one (21) days after proper presentation of the grievance at Step 3, or within fourteen (14) days of the conclusion of the mediation process described below if that process does not result in resolution of the grievance.

B. It is the intent of the parties that meeting(s) will be held at Steps 1 through 3 among the grievant and representatives of the Union and PHHH, if requested by grievant, the Union or PHHH. At such meeting(s), the grievance will be discussed in good faith. If meeting(s) are not held because of the unavailability of the grievant or persons from either PHHH or the Union, the grievance will continue to be processed as set forth above.

C. A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to a step are not met, unless the parties agree in writing to extend such time limits.
D. If the grievance is not resolved to the clinician’s satisfaction at Step 3, PHHH and the 
Union may mutually agree to submit the unresolved grievance to mediation through 
the Federal Mediation and Conciliation Service within fourteen (14) days following 
the Step 3 response. Each party shall bear their own costs associated with preparing 
for the mediation. Costs of mediation, if any, shall be shared equally by both parties. 
The mediation process will be conducted within sixty (60) days of the request, if 
feasible, and may be terminated through written notice to the other party at any time.

E. If the parties are unable to mutually agree upon an arbitrator at Step 4, the arbitrator 
shall be chosen from a list of five (5) names furnished by the Federal Mediation and 
Conciliation Service. The parties shall alternately strike one (1) name from the list, 
with the first strike being determined by a flip of a coin, and the last name remaining 
shall be the arbitrator for the grievance.

F. The arbitrator’s decision shall be rendered within thirty (30) days after the grievance 
has been submitted to the arbitrator, unless the parties by mutual agreement extend 
such time limit.

G. The decision of the arbitrator shall be final and binding on the grievant and the 
parties, except that the arbitrator shall have no power to add to, subtract from or 
change any of the provisions of this Agreement or to impose any obligation on the 
Union or PHHH not expressly agreed to in this Agreement.

H. The fee and expenses of the arbitrator shall be shared equally by the Union and 
PHHH, except that each party shall bear the expenses of its own representation and 
 witnesses.

I. As used in this Article, “day” means calendar day.

ARTICLE 13 - PROFESSIONAL DEVELOPMENT

A. Performance and Development: In order to promote professional development, 
PHHH shall provide counseling and evaluations of the work performance of each 
clinician covered by this Agreement not less than once per year. The evaluation 
process may include goal setting, the clinician’s self-assessment, and the clinician’s
manager’s written assessment. Departmental goals will not impact a clinician’s eligibility to advance on the clinical ladder, Rehab Clinical Advancement Program (RCAP), or Social Worker and Bereavement Counselor Clinical Advancement Program (SWCAP). A copy of any final, written assessment will be provided to the clinician. A separate clinical competency assessment will be conducted annually by a discipline-appropriate evaluator.

B. In-Service Education: PHHH agrees to maintain a continuing in-service education program for all personnel covered by this Agreement. In the event a clinician is required by PHHH to attend in-service education functions outside the clinician’s normal shift, they will be compensated for the time spent at such functions at the clinician’s established day straight-time hourly rate. The term “in-service education” shall include PHHH requested individual training in specialty as well as other educational training. If PHHH specifically requires a clinician to purchase instructional materials or equipment for mandatory in-service education, PHHH will reimburse the clinician for the reasonable cost of such materials. Before incurring any such expense, the clinician must seek the written approval of their manager. Unless communicated by PHHH as a required in-service, a clinician is not expected to voluntarily attend in-services conducted outside the clinician’s scheduled shift, and materials, if any, from such voluntary in-services will be available for the clinician’s review during a later scheduled shift.

C. PHHH further agrees to discuss in advance any changes in the present PHHH orientation program with the chair of the bargaining unit.

D. Unpaid Educational Leaves of Absence: PHHH endorses the concept of professional improvement through continuing professional education. PHHH may grant unpaid educational leaves of absence of up to one (1) year. Extensions of time beyond one (1) year may be granted at the discretion of PHHH. Paid educational leaves of absence will be granted consistent with prudent PHHH management. PHHH will attempt to offer educational leave opportunities to as broad a spectrum of its clinicians as practicable under existing circumstances.
E. Paid Educational Leave: During each calendar year, PHHH will provide paid educational leave as follows:

1. Sixteen (16) hours of paid educational leave for use by each full-time clinician, each part-time clinician, and each per diem clinician who worked at least seven hundred (700) hours in the preceding calendar year, to attend educational programs on or off PHHH premises which are related to clinical matters where attendance would be of benefit to both PHHH and the clinician. Use of this paid leave will not negatively impact clinicians’ productivity goals. Social Workers, Bereavement Counselors, and Wound Ostomy Nurses will receive an additional eight (8) hours of paid educational leave. Clinicians participating in clinical ladder, RCAP, SWCAP, and those receiving certification differential as described in Appendix B Section A receive additional paid educational leave as outlined in Appendix B.

2. Up to one thousand three hundred and sixty (1360) hours of paid educational leave, to be allocated quarterly (three hundred and forty hours (340) hours per quarter), for use by full-time and part-time clinicians as a group to attend educational programs on or off PHHH premises which are related to clinical matters where attendance would be of benefit to both PHHH and the clinician. Each quarter, hours from this pool will be allocated to clinicians in order of receipt of request for such hours, up to a maximum of twenty-four (24) hours per clinician per calendar year.
   a. The first year’s educational leave shall be available for use in the calendar year in which the clinician reaches their first anniversary date of employment as a clinician but may not be used until after such anniversary date. Each subsequent calendar year’s educational leave shall be available for use during such calendar year.
   b. Specific programs are subject to prior approval by PHHH. Requests for educational leave and PHHH’s response will be in writing on PHHH’s form(s). If a request for educational leave is not approved, the clinician may ask the Professional Care Committee to review the request. The PCC will review the request and forward its recommendation and
explanation to the director in charge of the clinical unit. The director’s decision will be final and binding on all concerned.

c. Educational leave not used by clinicians in the applicable year shall be waived, except that if the reason for not using the educational leave in the year is that it was not approved by PHHH, after having been requested no later than one (1) month before the end of such year, the waiver shall not become effective until three (3) months following the end of such year.

d. Upon return from an educational leave, the clinician will, upon request by PHHH, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.

F. Education Expense Reimbursements: Clinicians who have worked at least seven hundred (700) hours in the preceding calendar year shall, upon reimbursement request to PHHH, receive the following amounts to defray the cost of registration and attendance in connection with paid or unpaid educational leave.

1. Nurses: One hundred and fifty dollars ($150) (excluding Wound Ostomy Nurses).


Clinicians participating in clinical ladder, RCAP, SWCAP, and those receiving certification differential as described in Appendix B section A receive additional education expense reimbursements as outlined in Appendix B.

G. Clinicians shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual evaluation during regularly scheduled shifts. If there is difficulty in finding adequate uninterrupted time away from patient care duties to complete mandatory education or the evaluation, the clinician may bring this difficulty to the attention of their manager. The clinician and the manager will then work together to schedule a reasonable amount of paid time away from patient care,
consistent with patient care needs, for the clinician to complete the education or
evaluation.

H. Clinicians may participate in PHHH’s tuition reimbursement program offered to a
majority of PHHH’s employees who are not in a bargaining unit, in accordance with
its terms. Notwithstanding the previous sentence, the maximum tuition
reimbursement amount will not be reduced from five thousand two hundred and fifty
dollars ($5,250) in a calendar year for full-time clinicians and two thousand six
hundred and twenty-five dollars ($2,625) in a calendar year for part-time clinicians.

I. Washington License:

1. PHHH will pay for costs associated with the initial licensure and subsequent
   renewal of a Washington license for clinicians licensed in Oregon who are
   required or requested by PHHH to work or be licensed in Washington.

2. PHHH will pay for all time performing work, including the time spent on
   administrative tasks, to obtain and renew the Washington license (e.g.
   fingerprinting, drive time, testing, etc.).

3. PHHH will compensate each clinician that is required to take Continuing
   Education (CE) units in a Washington State Jurisprudence Module, prior to
   the clinician completing the initial WA license process. Each clinician will be
   paid their hourly rate (plus applicable shift, certification, clinical ladder, and
   RCAP differentials) for each of the required CE units. This is in addition to
   any other paid education hours already covered by the Agreement. In
   addition, PHHH will pay for the cost of the course.

4. PHHH will compensate each clinician that is required to take CE units for
   suicide prevention training. Each clinician will be paid their hourly rate (plus
   applicable shift, certification, clinical ladder, and RCAP differentials) for each
   of the CE units. This is in addition to any paid education hours already
   covered by the Agreement. In addition, PHHH will pay for the cost of the
   course.
5. PHHH will reimburse each clinician up to two hundred dollars ($200) annually to cover the costs of additional Washington-specific education requirements.

ARTICLE 14 - PROFESSIONAL CARE COMMITTEE

A. A Professional Care Committee ("PCC") will be established at PHHH. Its objectives include providing input to PHHH regarding professional issues related to clinical practice, the improvement of patient care, productivity and staffing issues.

B. Composition: The PCC shall consist of no more than seven (7) Nurses, two (2) Physical Therapists, two (2) Occupational Therapists, two (2) Speech Language Pathologists, and four (4) Social Workers and Bereavement Counselors. For each discipline, representation will be from each Home Health and Hospice (where applicable). The PCC shall appoint a Chair and a Secretary and inform management of the appointments.

C. PCC Meetings: The PCC shall meet monthly and at such times so as not to conflict with routine duty requirements. Each PCC member shall be entitled to up to eight (8) paid hours per quarter at the clinician’s regular straight-time rate, not including shift differential, for the purpose of attending PCC meetings. The Chair and Secretary of the PCC shall be entitled to an additional four (4) hours per quarter to be shared between them for producing meeting minutes, further preparation, and follow-up tasks.

PCC members are responsible for requesting time for PCC meetings prior to the schedule being posted, and for timely recording and reporting such time to management in accordance with PHHH policy.

D. The PCC shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to PHHH’s designated management representatives within seven (7) days after each meeting. This requirement may be met by posting the agenda and minutes electronically in an area known and accessible to management.
E. The PCC shall consider matters which are not proper subjects to be processed through the grievance procedure, including the improvements of patient care and clinical practice.

F. The PCC will recommend measures objectively to improve patient care, and PHHH will duly consider such recommendations and will provide a written response within fourteen (14) days of receipt of the recommendation. The PCC may invite PHHH executives and a member of Human Resources to a meeting in order to share the PCC’s recommendations. The PCC’s recommendations pertaining to productivity and staffing will be addressed as described in the Letter of Agreement on Productivity and reviewed by the Task Force as described in Article 21. If recommendations from the PCC are not adopted, PHHH will offer a rationale and may propose alternative solutions. If, after exploring alternatives, a mutually agreeable solution is identified, the solution will be implemented within a reasonable amount of time.

G. PHHH and the Union will make available to clinicians a mutually agreeable form, the Staffing Request and Documentation Form (SRDF), for reporting to PHHH specific staffing concerns. Clinicians will submit completed forms via email. A copy of such reports received by PHHH will be provided to the Union, a PCC member designated by the Union, and the appropriate manager. Management will provide a response to the clinician who filed the SRDF no later than seven (7) days following submission of the SRDF. Management’s response will aim to evaluate the root cause of the staffing concern and suggest actions to be taken to address the concern. The PCC and management will jointly analyze submitted SRDFs to determine systemic trends and discuss potential improvements designed to alleviate staffing concerns.

H. One (1) PCC meeting each quarter will be for management representatives to meet with PCC to review relevant data and dialogue on issues related to workforce planning. Routine data to be reviewed includes, but is not limited to, current vacant positions, turnover of clinicians since the previous meeting, productivity, new hire data since the previous meeting, changes to patient census since the previous meeting, distribution of patient census across territories and specialties, missed patient visits, and any other challenges related to staffing.
ARTICLE 15 - SENIORITY

A. Continuous Employment: The performance of all scheduled hours of work, including time off because of vacation, paid sick leave, and authorized leaves of absence, which has not been interrupted by the occurrence of the following:

1. Termination, except for a clinician who resigns their position in the bargaining unit and is rehired within twelve (12) months of their resignation date.

2. Layoff for lack of work which has continued for twelve (12) consecutive months.

B. Seniority:

1. Seniority shall mean the length of continuous employment as a clinician by PHHH in the Portland metropolitan service area, including of a type covered by this Agreement (“covered employment”), for clinicians hired as of January 1, 2007.

2. For home health and hospice Nurses previously employed in that capacity by Providence Portland Medical Center (PPMC), Providence Saint Vincent Medical Center (PSVMC), or Providence Newberg Medical Center (PNMC) through December 31, 2006, seniority shall mean the length of continuous employment as a Nurse by Providence Health System beginning with the Nurse’s employment by PPMC, PSVMC, or PNMC. For clinicians who received seniority credit for employment other than that with PHHH prior to ratification of the Agreement, that seniority credit will be honored.

3. All seniority will be computed on the basis of hours paid at straight-time rates or higher.

4. For purposes of paragraph A.1. above, seniority is the length of continuous employment less the clinician’s time worked outside of a position currently included in the bargaining unit.

C. Bidding on Shifts and Assignments: All other things being equal, qualified senior clinicians will be given first opportunity for both assignment (including float or case
management roles and assigned territories) and shift preference within their areas of experience and qualifications. A qualified clinician who has worked at least one (1) year continuously in a clinical unit as of the time when the clinician applies for a vacancy on another shift or assignment within that clinical unit will be deemed to have seniority for this purpose equal to their seniority as defined in B above, plus the length of service in the clinical unit. When all applicants for the vacancy who do not come within the preceding sentence have been eliminated from consideration for any reason under this Article, the remaining applicants for the vacancy will be deemed to have seniority for this purpose equal to their seniority as defined in B above.

D. Vacancies and Promotions:

1. When PHHH intends to fill a general duty vacancy or promotional position within the bargaining unit, it will email all bargaining unit clinicians in addition to posting the vacancy electronically for no less than seven (7) days and shall not fill the vacancy, except temporarily, for seven (7) days beginning with the date when first posted. The posting shall state the position (including float or case manager role and assigned territory, if applicable), shift and FTE. A clinician who desires to fill such vacancy may apply in writing and, if the clinician applies during such seven (7) day period, shall be eligible for the opportunity under C above. A clinician who applies in writing for the vacancy within six (6) months before it is posted shall be deemed to have applied during the seven (7)-day period. Vacant unit positions shall be offered first to employees within PHHH who are qualified for the job and make timely application for the opening. Corrective action may be considered as a factor in determining whether an applicant is qualified. In cases where applicants' experience and qualifications are substantially equal, the principle of seniority shall be the deciding factor.

2. No vacancy under this Article will be deemed to exist when PHHH and a regularly scheduled clinician mutually agree, not more than once per calendar year, to increase or decrease the clinician’s scheduled hours per week by no more than one (1) shift. If two (2) or more clinicians on the same shift of a clinical unit are willing to enter into an agreement under the
preceding sentence, the most senior such clinician will be given preference, 
provided the clinician is qualified and the extra hours, if any, will not result in 
scheduled overtime hours.

E. PHHH will post a seniority list, sorted by clinical unit, on PHHH’s intranet site. The 
   seniority list will include the name of each clinician and the clinician’s total number of 
seniority hours and seniority start date.

ARTICLE 16 - REDUCTION IN FORCE

A. A reduction in force is defined as the involuntary elimination of a regular clinician’s 
   position or an involuntary reduction of a regular clinician’s scheduled hours or shifts.

B. For purposes of this Article, “qualified” means that the clinician is able to be 
   precepted on site at PHHH for up to six (6) weeks of assuming the new role or 
   position.

C. For purposes of this Article only, a RF ("Reduction in Force") Unit is defined as the 
   group of clinicians within a given discipline in each of the following: Home Health 
   Field, Home Health Wound Ostomy Nurses, Home Health Psychiatric Mental Health 
   Nurses, Home Health Palliative Care Nurses, Home Health AAC-SLPs, Hospice 
   Field (including Hospice Access field staff), Home Health Access office staff, 
   Hospice Access office staff, and Home Services Liaisons.

D. If PHHH determines that a reduction in force as defined in Section A of this Article is 
   necessary, a minimum of forty-five (45) days’ notice will be given to the Union 
   detailing purpose and scope of the reduction and the likely impacted RF unit or units, 
   shifts, and positions. PHHH will provide the Union with a list of open clinician 
   positions at PHHH and, at the request of the Union, at any other Providence facilities 
   within Oregon. An “open position” is any position for which the facility is still 
   accepting applications.

E. Upon notice to the Union, representatives of PHHH and the Union will meet to 
   discuss scope of the reduction and the likely impacted RF unit or units, shifts, and 
   positions as well as options for voluntary lay offs (including requests for voluntary
layoff), reduction of the scheduling of per diem clinicians, conversion from regular
clinician status to per diem clinician and FTE reductions (full-time clinicians going to
part-time status). PHHH will consider the options suggested by the Union but will not
be required to implement the suggested options.

F. If after meeting with the Union, PPHH determines that a reduction in force is still
needed, the clinician or clinicians on the RF unit or units to be impacted will be given
a minimum of thirty (30) days’ notice. If there are any posted clinician positions
within PPHH at the time of a reduction in force PPHH will wait to fill such positions
with an external applicant until it has become clear which clinicians will be impacted
by the reduction in force (either laid off or displaced into another position), and those
clinicians have had an opportunity to apply for those positions. PPHH may
immediately post and fill positions if it is apparent that the clinicians likely to be
impacted by the reduction in force are not qualified for the open position. PPHH can
fill vacant clinician positions with external candidates within seven (7) days after
providing the thirty (30) days’ notice if it has an urgent need to fill the position for
patient care reasons. PPHH will inform other employers within Providence-Oregon
of the existence of the reduction in force, and request that they consider hiring the
impacted clinicians, if any, for any open positions.

G. Upon notification to the impacted clinician or clinicians on the RF unit or units, PPHH
will displace the clinicians in the following manner. Where more than one (1) clinician
is to be impacted in a RF unit or units, the impacted clinicians will progress through
each step of the process as a group so that the clinician or clinicians with the most
seniority will have the first choice of displacement options and progress in a manner
so that the clinician or clinicians with the least seniority will have the fewest options.

1. The clinician or the clinicians with the least seniority as defined in Article 15
among the clinicians in the shift or shifts of the RF unit or units where such
action occurs will be displaced from their position provided that the clinician
or clinicians who remain are qualified to perform the work. The displaced
clinician or clinicians whose position is taken away will become the displaced
clinician or clinicians for the purposes of the following subsections and will
then have the following options:
a. Any initially displaced clinician may choose to fill a vacant position in the
    bargaining unit if they are qualified for that position.

b. Any initially displaced clinician may, within seven (7) calendar days of
    their notification of the layoff, choose to accept layoff with severance pay
    in lieu of further layoff rights or options. Such severance pay will be based
    on the severance policy applicable to non-represented employees then in
    effect, except that the clinician will receive severance payments equal to
    seventy-five percent (75%) of the severance wages available to non-
    represented employees with the same number of years of service as the
    clinician. In order to receive severance payments, the clinician will be
    required to sign PHHH’s standard severance agreement that includes a
    release of all claims (including the right to file any grievance relating to
    the clinician’s selection for layoff). Any clinician who chooses severance
    (including a clinician who chooses severance and then refuses to sign the
    severance agreement) forfeits any further rights under this Article.
    Severance is not available to clinicians who become displaced due to the
    application of the “bumping rights” described below.

c. If they do not accept severance, the displaced clinician or clinicians will
    take the position of the least senior regular clinician in their same RF unit
    or units, regardless of shift, provided they are qualified to perform the
    work of that position (the clinician or clinicians whose position is thus
    taken will become the displaced clinician or clinicians for the purposes of
    the following subsections); or

d. The displaced clinician or clinicians will take the position of the least
    senior regular clinician or clinicians in the bargaining unit, provided they
    are qualified to perform the work of the position. For this sub-section only,
    a clinician is qualified to perform the work of a position if they have held a
    regular position performing the duties of that position at PHHH within the
    two (2) years immediately prior to the date PHHH provided notice to the
    Union of the need for a reduction in force. (The clinician or clinicians
whose position is thus taken will become the displaced clinician for purposes of the following subsection); or,

e. The displaced clinician will be laid off.

H. In the event PHHH undergoes a layoff and a position exists in a RF unit affected by the layoff that requires special skills and/or competencies which cannot be performed by other more senior clinicians in that RF unit, PHHH will notify the Union of the need to potentially go out of seniority order. The parties agree to promptly meet and discuss the unit, scope of layoff, the job skills required, and how to address the situation in order to protect seniority rights and care for patients. In analyzing the special skills and/or competencies, the ability to provide training to more senior clinicians will be considered. Special skills and competencies will not include a specific academic degree, non-mandatory national certifications, or corrective actions.

I. Recall from a layoff will be in order of seniority, provided the clinician or clinicians laid off are qualified to perform the work of the recall position. A displaced clinician under any of the preceding sections or subsections of this Article, including recalled clinicians under the previous sentence, will be given preference for vacancies in the same RF unit and/or cluster, in order of their seniority. Such recall rights continue for up to twelve (12) months from date of displacement. It is the responsibility of the displaced clinician to provide PHHH with any changes in address, telephone number or other contact information. If the displaced clinician fails to provide PHHH with such changes and PHHH is unable to contact them after fifteen (15) days of attempting to contact them with available contact information, they forfeit any recall rights.

J. Workforce Reorganization: A workforce reorganization shall include staffing changes resulting from a merger or consolidation of two (2) or more clinical units, increases or decreases in FTE status among bargaining unit members, and changes of positions within a seniority pool. Prior to implementing a workforce reorganization, PHHH will provide the Union a detailed tentative reorganization plan at least forty-five (45) days in advance of the scheduled implementation date. PHHH shall, upon
demand by the Union, bargain the impact of the workforce reorganization. In the event a clinical unit reorganization involves reductions in FTEs, the reduction in force procedures outlined in this Article 16 shall be followed.

**ARTICLE 17 - SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, 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. In such event, the parties shall meet, upon request, to negotiate replacement provision(s), which shall be incorporated in this Agreement upon mutual agreement of the parties.

**ARTICLE 18 - SUCCESSORS**

In the event that PHHH shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which transfers in whole or in part the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of this Agreement. PHHH shall have an affirmative duty to call this provision of the Agreement to the attention of any organization with which it seeks to make such an agreement as aforementioned, and if such notice is so given PHHH shall have no further obligations hereunder from date of take-over.

**ARTICLE 19 - DURATION AND TERMINATION**

A. This Agreement shall be effective on its date of ratification, except as expressly provided otherwise in the Agreement, and shall remain in full force and effect until December 31st, 2024, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this Article.

B. If either party hereto desires to modify or amend any of the provisions of this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31st, 2024, or any January 1st thereafter that this Agreement is in effect.
C. If either party hereto desires to terminate this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31st, 2024, or any January 1st thereafter that this Agreement is in effect.

D. This Agreement may be opened by mutual agreement of the parties at any time.

ARTICLE 20 - CARE DELIVERY

A. PHHH, the Union and the clinicians recognize the legal and ethical obligations inherent in the clinician/patient relationship and the accountability and authority of the clinician in their individual practice.

B. It is the goal of PHHH that no clinician be required to engage in any practice contrary to federal or state law or regulation. This includes the delegation of nursing activities to other personnel in any manner inconsistent with the Oregon Nurse Practice Act.

ARTICLE 21 - TASK FORCE

A. PHHH and the Union agree to create a Task Force for the purpose of facilitating communication and fostering a model of cooperative problem solving of issues related to contract and operational matters arising during the term of the current Agreement.

B. The Union shall appoint six (6) members to the Task Force, at least five (5) of whom shall be employed by PHHH. PHHH shall also appoint six (6) members to the Task Force.

C. The Task Force will set a schedule of monthly meetings (unless both parties mutually agree to meet more or less frequently on paid time) or as otherwise agreed to between PHHH and the Union. Employed clinician members will be paid up to one (1) hour for attendance at Task Force meetings and up to one (1) hour for preparation and follow up to Task Force meetings. If both parties agree the meeting needs to continue longer than one (1) hour, then clinician members will be paid for the extended meeting time. The meetings will be held virtually, except the parties may meet in person by mutual agreement.
D. The inability of Task Force to solve a problem/issue is not a violation of Article 21 and will not be subject to the grievance procedure.

E. The Task Force will designate co-chairs to prepare an agenda five (5) days before each meeting. Minutes for each meeting will be prepared and furnished to members of the Task Force within ten (10) days. Each co-chair will alternate chairing the meeting. The minutes and information furnished by PHHH to the Union and its Task Force members in connection with the functioning of the Task Force are to be deemed confidential to the Task Force and the PHHH executive members of ONA and may be disclosed to other persons only by mutual agreement of PHHH and the Union.

**ARTICLE 22 - APPENDICES**

Appendices A, B and C are intended to be part of this Agreement and by this reference are made a part hereof.

**APPENDIX A**

A. The following are the step rates of pay of all clinicians employed under the terms of this Agreement, and will be effective the first full pay period that includes the date listed (see wage tables on the following pages):
<table>
<thead>
<tr>
<th>Registered Nurse Wage Scale</th>
<th>Physical Therapist Wage Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CBA Step</strong></td>
<td><strong>1/1/23</strong></td>
</tr>
<tr>
<td>1</td>
<td>$48.75</td>
</tr>
<tr>
<td>2</td>
<td>$49.64</td>
</tr>
<tr>
<td>3</td>
<td>$51.05</td>
</tr>
<tr>
<td>4</td>
<td>$51.99</td>
</tr>
<tr>
<td>5</td>
<td>$52.92</td>
</tr>
<tr>
<td>6</td>
<td>$53.92</td>
</tr>
<tr>
<td>7</td>
<td>$54.90</td>
</tr>
<tr>
<td>8</td>
<td>$55.92</td>
</tr>
<tr>
<td>9</td>
<td>$56.44</td>
</tr>
<tr>
<td>10</td>
<td>$57.48</td>
</tr>
<tr>
<td>11</td>
<td>$58.53</td>
</tr>
<tr>
<td>12</td>
<td>$59.65</td>
</tr>
<tr>
<td>13</td>
<td>$60.48</td>
</tr>
<tr>
<td>14</td>
<td>$61.04</td>
</tr>
<tr>
<td>15</td>
<td>$62.17</td>
</tr>
<tr>
<td>16</td>
<td>$62.90</td>
</tr>
<tr>
<td>17</td>
<td>$63.52</td>
</tr>
<tr>
<td>18</td>
<td>$64.13</td>
</tr>
<tr>
<td>19</td>
<td>$65.08</td>
</tr>
<tr>
<td>20</td>
<td>$66.00</td>
</tr>
<tr>
<td>21</td>
<td>$66.17</td>
</tr>
<tr>
<td>22</td>
<td>$66.33</td>
</tr>
<tr>
<td>23</td>
<td>$66.50</td>
</tr>
<tr>
<td>24</td>
<td>$66.50</td>
</tr>
<tr>
<td>25</td>
<td>$67.00</td>
</tr>
<tr>
<td>26</td>
<td>$67.00</td>
</tr>
<tr>
<td>27</td>
<td>$67.00</td>
</tr>
<tr>
<td>28</td>
<td>$67.00</td>
</tr>
<tr>
<td>29</td>
<td>$67.00</td>
</tr>
<tr>
<td>30</td>
<td>$68.00</td>
</tr>
<tr>
<td>CBA Step</td>
<td>Occupational Therapist Wage Scale</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td></td>
<td>10/6/23</td>
</tr>
<tr>
<td>1</td>
<td>$46.77</td>
</tr>
<tr>
<td>2</td>
<td>$47.62</td>
</tr>
<tr>
<td>3</td>
<td>$48.49</td>
</tr>
<tr>
<td>4</td>
<td>$49.37</td>
</tr>
<tr>
<td>5</td>
<td>$50.27</td>
</tr>
<tr>
<td>6</td>
<td>$51.21</td>
</tr>
<tr>
<td>7</td>
<td>$52.14</td>
</tr>
<tr>
<td>8</td>
<td>$53.11</td>
</tr>
<tr>
<td>9</td>
<td>$53.61</td>
</tr>
<tr>
<td>10</td>
<td>$54.59</td>
</tr>
<tr>
<td>11</td>
<td>$55.60</td>
</tr>
<tr>
<td>12</td>
<td>$56.65</td>
</tr>
<tr>
<td>13</td>
<td>$57.44</td>
</tr>
<tr>
<td>14</td>
<td>$58.56</td>
</tr>
<tr>
<td>15</td>
<td>$59.64</td>
</tr>
<tr>
<td>16</td>
<td>$60.34</td>
</tr>
<tr>
<td>17</td>
<td>$60.51</td>
</tr>
<tr>
<td>18</td>
<td>$61.52</td>
</tr>
<tr>
<td>19</td>
<td>$62.43</td>
</tr>
<tr>
<td>20</td>
<td>$63.31</td>
</tr>
<tr>
<td>21</td>
<td>$63.40</td>
</tr>
<tr>
<td>22</td>
<td>$63.62</td>
</tr>
<tr>
<td>23</td>
<td>$63.79</td>
</tr>
<tr>
<td>24</td>
<td>$63.79</td>
</tr>
<tr>
<td>25</td>
<td>$63.89</td>
</tr>
<tr>
<td>26</td>
<td>$63.89</td>
</tr>
<tr>
<td>27</td>
<td>$63.89</td>
</tr>
<tr>
<td>28</td>
<td>$63.89</td>
</tr>
<tr>
<td>29</td>
<td>$63.89</td>
</tr>
<tr>
<td>30</td>
<td>$64.84</td>
</tr>
<tr>
<td>LCSW-LPC Wage Scale</td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>CBA Step</strong></td>
<td><strong>10/6/23</strong></td>
</tr>
<tr>
<td>1</td>
<td>$39.64</td>
</tr>
<tr>
<td>2</td>
<td>$40.35</td>
</tr>
<tr>
<td>3</td>
<td>$41.06</td>
</tr>
<tr>
<td>4</td>
<td>$41.81</td>
</tr>
<tr>
<td>5</td>
<td>$42.57</td>
</tr>
<tr>
<td>6</td>
<td>$43.38</td>
</tr>
<tr>
<td>7</td>
<td>$44.14</td>
</tr>
<tr>
<td>8</td>
<td>$44.95</td>
</tr>
<tr>
<td>9</td>
<td>$45.41</td>
</tr>
<tr>
<td>10</td>
<td>$46.32</td>
</tr>
<tr>
<td>11</td>
<td>$46.97</td>
</tr>
<tr>
<td>12</td>
<td>$47.87</td>
</tr>
<tr>
<td>13</td>
<td>$48.52</td>
</tr>
<tr>
<td>14</td>
<td>$49.44</td>
</tr>
<tr>
<td>15</td>
<td>$50.60</td>
</tr>
<tr>
<td>16</td>
<td>$51.13</td>
</tr>
<tr>
<td>17</td>
<td>$51.66</td>
</tr>
<tr>
<td>18</td>
<td>$52.19</td>
</tr>
<tr>
<td>19</td>
<td>$52.72</td>
</tr>
<tr>
<td>20</td>
<td>$53.73</td>
</tr>
<tr>
<td>21</td>
<td>$53.86</td>
</tr>
<tr>
<td>22</td>
<td>$54.00</td>
</tr>
<tr>
<td>23</td>
<td>$54.13</td>
</tr>
<tr>
<td>24</td>
<td>$54.13</td>
</tr>
<tr>
<td>25</td>
<td>$54.79</td>
</tr>
<tr>
<td>26</td>
<td>$54.79</td>
</tr>
<tr>
<td>27</td>
<td>$54.79</td>
</tr>
<tr>
<td>28</td>
<td>$54.79</td>
</tr>
<tr>
<td>29</td>
<td>$54.79</td>
</tr>
<tr>
<td>30</td>
<td>$55.30</td>
</tr>
</tbody>
</table>
B. Step Placement onto Wound Ostomy Nurse and Non-Nurse Clinician Wage Scales:

1. Wound Ostomy Nurses and non-nurse clinicians in the bargaining unit will be placed on their respective wage scale. Wound Ostomy Nurses’ step placement onto the Registered Nurse wage scale will be based on years of experience. Non-nurse clinicians’ step placement will be based on their years of experience according to the steps in Section 4 below which results in them all being on a step that is based on their years of experience by the end of this contract. Years of experience will be determined based upon information they provided in their hiring process, including licensure date and their post licensure relevant work experience (post masters degree graduate work experience for Social Workers or similar clinicians). PHHH will post the determined years of experience for the Wound Ostomy Nurses and non-nurse clinicians within ten (10) days of reaching a full tentative agreement with the Union’s agreement that they will support the full tentative agreement for ratification.

2. Any Wound Ostomy Nurse or non-nurse clinician who believes their years of experience were incorrectly determined will have the opportunity for thirty (30) days after PHHH posts the years of experience to inform Human Resources of their correct years of experience and to provide supporting documentation. Human Resources will review their submissions and each clinician who submitted documentation of additional relevant experience will then be assigned a total years of experience calculation based on their total documented experience in similar positions (including time as a CSWA for LCSWs and time as a Clinical Fellow for SLPs).

PHHH will provide ONA with a list of clinicians who have provided documentation of additional relevant experience one (1) week before the thirty (30)-day deadline to submit such documentation expires. Disagreements as to step placement based upon the total years of experience are subject to the grievance and arbitration provisions of this Agreement.
3. Wound Ostomy Nurses will be placed on the Registered Nurse wage scale two (2) full pay periods after ratification.

4. Non-nurse clinicians will be placed on the appropriate wage scale according to the following process:
   a. **Year 1 – 2023:** Add three percent (3%) to current base hourly rate and place on nearest step on wage scale at or above that amount no later than two (2) full pay periods following ratification.
   b. **Year 2 – 2024:** On January 1, 2024: If the clinician is below the appropriate step, based on years of experience at initial placement, clinician will move up closer to the appropriate step placement by one-third (e.g. if placed six (6) steps below, would move up two (2) steps) rounded up (e.g., if placed eight (8) steps below, would move up three (3) steps).
      i. Clarifying comment by way of example: PHHH agrees that if PHHH determines that a clinician has ten (10) years’ experience and should be on step 11, and the clinician provides documentation by ratification showing they have fifteen (15) years’ experience, then on January 1, 2024, PHHH will adjust the clinician’s steps by one-third according to their fifteen (15) years’ experience.
      ii. On July 1, 2024: all non-nurse clinician wage scales increase by a three-point seven five percent (3.75%) across-the-board increase. If the clinician is still below the appropriate step, clinician will move up closer to the appropriate step by another one-third (1/3) (e.g. if originally placed six (6) steps below, would move up two (2) more steps) round up (e.g., if placed eight (8) steps below, would move up another three (3) steps).
      iii. On December 31, 2024, if the clinician is still below the appropriate step, the clinician will be moved to the appropriate step.
iv. This placement process is in addition to normal annual step progression.

v. Clinicians will not be placed on a step higher than their years of experience.

5. Clinicians whose years of experience would place them at a lower wage rate will be red circled and remain at their current wage rate until their placement on the scale would move them above this rate.

C. Regular Social Workers and Bereavement Counselors will continue to be paid on a salaried, exempt basis. Their annual salary will be the hourly rate listed above multiplied by two thousand and eighty (2,080) hours, then multiplied by FTE.

D. Clinicians’ compensation shall be computed on the basis of hours worked, with the exception of the exempt clinicians.

E. Non-exempt Charge Clinicians shall be paid for hours worked in such position a differential of four dollars ($4.00) per hour in addition to their applicable hourly rate of pay. The Charge Clinician differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits. Social Workers working in the Hospice Triage Social Work function will be paid the Charge Clinician differential as a thirty-two dollars ($32.00) per day bonus or four dollars ($4.00) per hour for per diem Social Workers.

F. Shift differentials:

1. Non-exempt clinicians qualify for shift differentials according to the following:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Majority of scheduled hours are</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day</td>
<td>7 a.m. and 3 p.m.</td>
</tr>
<tr>
<td>Evening</td>
<td>3 p.m. and 11 p.m.</td>
</tr>
<tr>
<td>Night</td>
<td>11 p.m. and 7 a.m.</td>
</tr>
</tbody>
</table>

2. Clinicians qualifying for evening and night differentials shall be paid, in addition to their applicable rates shown above, the following shift differentials:
a. Evening shift: Effective the initial date of the first full pay period beginning after ratification of this Agreement: three dollars and fifty cents ($3.50) per hour.

b. Night shift: Effective the initial date of the first full pay period beginning after ratification of this Agreement: six dollars and twenty cents ($6.20) per hour.

G. A non-exempt clinician who works daily overtime shall be paid shift differential, if any, for such overtime hours, according to the clinician’s scheduled shift for that workday. However, if a clinician works two (2) or more hours of daily overtime in a workday, the applicable shift differential for such daily overtime hours shall be the higher of (a) the shift differential of the clinician’s scheduled shift or (b) the shift differential of the shift in which the majority of such overtime hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be 7 a.m. to 3 p.m., the evening shift 3 p.m. to 11 p.m., and the night shift 11 p.m. to 7 a.m.

H. Credit for Prior Experience: A newly hired clinician may be hired at any Step, but not less than the Step number that corresponds with the number of years of the clinician’s completed related experience. Clinicians start at Step 1 for less than one (1) year of completed related experience, Step 2 for one (1) year of completed related experience, etc. For purposes of this paragraph, related experience means employment as a clinician of an accredited acute care hospital(s) and/or home health or hospice, or any other relevant experience. A completed year of experience under this section is any year in which the clinician performed twelve hundred (1,200) hours of the related work. PHHH may, in its discretion, place a newly hired experienced clinician at a higher step rate of pay.

I. Per Diem Differential: A per diem clinician, and a clinician who is regularly scheduled for less than twenty (20) hours work per week will be paid a differential of four dollars ($4.00) per hour in lieu of receiving PTO and insurance benefits. A per diem clinician who has been continuously employed in a bargaining unit position covered by this Agreement for thirty (30) years or more will be paid a differential of six dollars ($6.00) per hour in lieu of receiving PTO and insurance benefits.
J. **Standby/On-call:** A non-exempt clinician who is scheduled to be on standby/on-call shall be paid four dollars and fifty cents ($4.50) per hour on-call. Documented time spent on telephone services during an on-call shift shall be paid at time-and-one-half (1 ½) the clinician’s straight-time rate of pay as shown in Appendix A; if the clinician provides telephone services during an on-call shift, the minimum payment for these services will be the greater of the time spent in providing the services or one (1) hour. If the clinician is called to make one (1) or more home visits during an on-call shift, the clinician shall be paid a minimum of three (3) hours at time-and-one-half (1 ½) times the clinician’s straight-time rate of pay as shown in Appendix A for working during the on-call shift.

A clinician temporarily assigned to a higher position shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position for the duration of the assignment.

K. **Merit Raises:** The Union recognizes this contract to be the minimum standards of employment. This contract should not be construed to limit management’s right to reward an individual clinician’s performance over and above the prescribed conditions called for in this Agreement.

L. A clinician will ordinarily progress to the next year’s step rate of pay under Section A above (for example, Step 2 to Step 3) on the later of (1) the anniversary of the clinician’s last such step placement or (2) upon completion of seven hundred (700) hours compensated at straight-time rates or above. Such anniversary date will be extended by the length of any leave of absence, since the clinician’s last step placement, of more than thirty (30) days.

M. **Weekend Differential:**

1. Effective upon ratification of this Agreement, a regular clinician will be paid a weekend differential of ten dollars ($10.00) per hour worked on a weekend shift which is part of a schedule under which the clinician has agreed to work at least sixteen (16) weekend shift hours every weekend and is doing so at PHHH’s request. If not requested by PHHH, a clinician may waive this differential in writing using a form agreed to by the Union and PHHH.
2. A per diem clinician will be paid a weekend differential of six dollars ($6.00) per hour worked on a weekend shift which exceeds two (2) weekend shifts worked in a schedule period, excluding weekend shifts worked as a result of trades. A per diem clinician may waive this differential by requesting in writing to be scheduled at least eight (8) weekend shifts in that schedule.

3. A weekend shift is defined as a shift whose scheduled beginning time is within a forty-eight (48)-hour period commencing at 12:01 a.m. Saturday, or for night shift employees, the beginning of the night shift closest thereto. To be clear, this means:
   a. For Home Health: any shift on Saturday and/or on Sunday.
   b. For Hospice:
      i. Any night shift that begins: (1) on Friday and ends on Saturday or (2) begins on Saturday and ends on Sunday.
      ii. Any day or evening shift that ends on Saturday or begins on Sunday.

4. For hours worked on a weekend shift when the clinician is not eligible for the weekend differential specified in either one (1) or two (2) above and is not eligible for time and one-half or greater pay under any provision of this Agreement, the clinician will be paid a weekend differential of two dollars ($2.00) per hour worked. Exempt clinicians will be paid the weekend differential as a fifty dollars ($50.00) per weekend day bonus.

5. No weekend differential will be paid for any unworked hours or for any hours to which the incentive shift differential applies under Section N below.
6. Non-exempt clinicians who work the different weekend shift start time as defined in Article 5.L. are eligible for an additional “staggered shift differential” of four dollars ($4.00) per hour, for hours worked on the shift with the different weekend shift start time.

N. Extra Shifts and Incentive Shifts:

1. A regular non-exempt clinician will be paid an incentive shift differential of twenty dollars ($20.00) per hour for all hours worked per pay period in excess of the number of the clinician’s regularly scheduled hours (including regularly scheduled weekend hours) for the pay period when such excess hours result from the clinician working an extra shift designated in advance as an incentive shift by PHHH. For the purposes of the preceding sentence, regularly scheduled hours actually worked, regularly scheduled hours not worked because of the application of Article 5, Hours of Work, Section O, and regularly scheduled hours not worked because PHHH has required attendance at a specific education program, will be counted as regularly scheduled hours worked for the pay period. Hours worked in determining eligibility for this incentive shift differential will not include hours worked as a result of trades or of being called in to work while on standby/on-call.

2. A per diem clinician will be paid an incentive shift differential, in the applicable amount specified in the preceding paragraph, for all hours worked in excess of forty-eight (48) in the pay period when such excess hours result from the clinician working extra shift(s), designated in advance as an incentive shift by PHHH. For the purposes of the preceding sentence, hours actually worked, hours not worked because of the application of Article 5, Hours of Work, Section O, and hours not worked because PHHH has required attendance at a specific education program, will be counted in determining eligibility for this incentive shift differential. Hours worked in determining eligibility for this incentive shift differential will not include hours worked as a result of trades or of being called in to work while on standby/on-call.
3. If, before the cutoff date for schedule requests, a regular non-exempt or per
diem clinician notifies the person responsible for staffing their clinical unit that
the clinician will be available to work a particular shift(s) as an extra shift(s),
the clinician(s) will be given preference for assignment to work the shift(s) if it
is open, in the following order: (a) regular clinicians, in order of their seniority,
who would not become eligible for payment of overtime rates in connection
with working the extra shift; (b) per diem clinicians, in order of their seniority,
if the clinician's total hours worked are expected to be forty-eight (48) or
fewer hours in the pay period; (c) regular clinicians, in order of their seniority;
and (d) per diem clinicians, in order of their seniority, if the clinician's total
hours worked are expected to be in excess of forty-eight (48) hours in the
pay period.

4. If, on and after the cutoff date for schedule requests, a regular non-exempt or
per diem clinician notifies the person responsible for staffing their clinical unit
that the clinician will be available to work a particular shift(s) as an extra
shift(s), the clinician(s) will be given preference for assignment to work the
shift(s) if it is open, in the order in which the notifications are received.
However, if two (2) or more clinicians give such notification on the same date
and at least thirty-six (36) hours before the shift's starting time, the
clinician(s) will be given preference for assignment to work the shift(s) if it is
open, in the following order: (a) regular clinicians, in order of their seniority;
and (b) per diem clinicians, in order of their seniority.

5. Paragraphs 3 and 4 establish preferences when extra shift work is actually
assigned in the circumstances described in those paragraphs, it being
understood that there is no guarantee that all clinician requests for extra shift
work will be granted.

6. A clinician who is assigned to work a particular shift under paragraphs 3 or 4,
and who does not work the shift as assigned, will not be given preference
under those paragraphs for the next schedule period.
7. If a regular clinician’s FTE status is reduced or a regular clinician changes to per diem status, the incentive shift differential will be payable to the clinician only for incentive shifts worked after the completion of twenty-six (26) full pay periods following the clinician’s FTE reduction or change in status.

8. A weekend shift has the same definition as under M above.

9. No incentive shift differential will be paid for any unworked hours.

O. Preceptor Differential: A clinician assigned as a preceptor will be paid a differential of four dollars ($4.00) per hour worked as a preceptor. An exempt clinician will receive the preceptor differential as a thirty-two dollars ($32.00) per day bonus. A preceptor is a clinician who is designated by their manager to (1) assess the learning needs of a clinician, (2) plan the clinician’s learning program, (3) implement the program, (4) provide direct guidance and supervision to the clinician during the program, and, (5) in conjunction with the manager and/or designee, evaluate the clinician’s progress during the program. This differential will be paid to clinicians who perform all of these duties for a student clinician who is part of a program specifically designed without a faculty member from the program present in PHHH. Wound Ostomy Nurses who are tasked with accompanying newly hired caregivers into the field to precept them for wound, ostomy, or continence care education will receive the preceptor differential for hours worked in this capacity. This differential will not be paid for any unworked hours or for any hours when the clinician is not working as a preceptor. In assigning clinicians to precept other clinicians, managers will give preference to those clinicians who have successfully completed a preceptor training course provided approved by PHHH.

P. Use of Personal Vehicle: Clinicians will be reimbursed for use of their personal automobiles for required or approved work purposes, at the IRS, nontaxable mileage rates, representing the costs of operating an automobile for business use, at the rate in effect at the time of the travel.
Q. Parking: Clinicians will be reimbursed for the cost of parking necessary in the course of work, except that traffic and parking citations and fines are the responsibility of the clinician and are not reimbursable.

APPENDIX B - CERTIFICATION, CLINICAL ADVANCEMENT PROGRAMS AND CLINICAL LADDER

A. Certification Differential: A clinician who meets the requirements of this section shall receive a three dollars ($3.00) per hour certification differential, except that exempt clinicians will receive a stipend of six thousand two hundred and forty dollars ($6,240) each year (prorated by FTE), which shall be paid each pay period.

1. The clinician must have a current nationally recognized certification on file with PHHH for the area where the clinician works a significant number of hours. The certification differential will be paid beginning with the first full pay period following the clinician’s submission of the certification or proof of certification (e.g. positive exam result), and will not be paid retroactively, unless the employer unreasonably delays processing the certification. If the clinician allows their certification to expire, eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the clinician submits proof to PHHH of such certification within thirty (30) days of the certification expiring. If the proof is submitted to PHHH after that date, the certification differential will be resumed beginning with the first full pay period following the submission. For non-nurse clinicians and Wound Ostomy Nurses, the certification differential will be paid retroactive to ratification for all those clinicians who have a certification on file with PHHH as of ratification of the Agreement or who submit proof of certification as of ratification within thirty (30) days of ratification of the Agreement. This retroactive certification pay will be paid as a bonus within two (2) pay periods of PHHH’s payroll system being programed to include their certification differential as part of their hourly rate.

2. A clinician will be deemed to have worked a significant number of hours in the area if at least one-half (1/2) of the clinician’s hours worked are in that area. PHHH may, in its discretion, determine that some lower proportion of
hours worked in an area qualifies as a significant number of hours worked for the purposes of this section.

3. Only one (1) certification and one (1) certification differential will be recognized at a time for the purposes of this section.

4. On the recommendation of the PCC or otherwise, PHHH may, in its discretion, specify areas and certifications. There shall not be less than one (1) certification recognized for each area covered by this Agreement, including but not limited to the following:

<table>
<thead>
<tr>
<th>Area</th>
<th>Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Home Health Nurses</strong></td>
<td>Medical/Surgical Nursing Certification (ANCC)</td>
</tr>
<tr>
<td></td>
<td>Certified Oncology Nurse (ONCC)</td>
</tr>
<tr>
<td></td>
<td>Certified Diabetes Care and Education Specialist (ADCES)</td>
</tr>
<tr>
<td></td>
<td>Gerontological Nursing Certification (ANCC)</td>
</tr>
<tr>
<td></td>
<td>Certified Neuroscience Registered Nurse (ABNN)</td>
</tr>
<tr>
<td></td>
<td>Psychiatric Mental Health Nursing Certification (ANCC)</td>
</tr>
<tr>
<td></td>
<td>Cardiac-Vascular Nursing Certification (ANCC)</td>
</tr>
<tr>
<td></td>
<td>Certified Hospice and Palliative Care Nurse (HPCC)</td>
</tr>
<tr>
<td></td>
<td>Pain Management Nursing Certification (ANCC)</td>
</tr>
<tr>
<td></td>
<td>Certified Continence Care Nurse (WOCNCB)</td>
</tr>
<tr>
<td></td>
<td>Certified Wound Ostomy Nurse (WOCNCB)</td>
</tr>
<tr>
<td><strong>Hospice Nurses</strong></td>
<td>Certified Hospice and Palliative Care Nurse (HPCC)</td>
</tr>
<tr>
<td></td>
<td>Gerontological Nursing Certification (ANCC)</td>
</tr>
<tr>
<td></td>
<td>Certified Oncology Nurse (ONCC)</td>
</tr>
<tr>
<td></td>
<td>Certified Pediatric Hematology Oncology Nurse (ONCC)</td>
</tr>
<tr>
<td></td>
<td>Certified Breast Care Nurse (ONCC)</td>
</tr>
<tr>
<td></td>
<td>Blood &amp; Marrow Transplant Certified Nurse (ONCC)</td>
</tr>
<tr>
<td>Physical Therapists</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td>Certification in Lymphedema Therapy (LANA)</td>
<td></td>
</tr>
<tr>
<td>Vestibular Rehabilitation Certification (Multiple Accreditors)</td>
<td></td>
</tr>
<tr>
<td>Certification for OASIS Specialist-Clinical (OCCB)</td>
<td></td>
</tr>
<tr>
<td>Manual Therapy Certification (Multiple Accreditors; CEU and Exam Required)</td>
<td></td>
</tr>
<tr>
<td>Cardiopulmonary Specialist Physical Therapy (ABPTS)</td>
<td></td>
</tr>
<tr>
<td>Electrophysiologic Clinical Specialist (ABPTS)</td>
<td></td>
</tr>
<tr>
<td>Geriatrics Physical Therapy (ABPTS)</td>
<td></td>
</tr>
<tr>
<td>Neurology Specialist Physical Therapy (ABPTS)</td>
<td></td>
</tr>
<tr>
<td>Oncology Specialist Physical Therapy (ABPTS)</td>
<td></td>
</tr>
<tr>
<td>Board Certified Clinical Specialist in Orthopaedic Physical Therapy (ABPTS)</td>
<td></td>
</tr>
<tr>
<td>Women’s Health/Pelvic Floor Specialist Physical Therapist (ABPTS)</td>
<td></td>
</tr>
<tr>
<td>Wound Management Physical Therapist (ABPTS)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Occupational Therapists</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Certification in Gerontology (AOTA)</td>
</tr>
<tr>
<td>Skills2Care Certification (The Dementia Collaboration)</td>
</tr>
<tr>
<td>Board Certification in Physical Rehabilitation (AOTA)</td>
</tr>
<tr>
<td>Neuro-Developmental Treatment Certification (NDTA)</td>
</tr>
<tr>
<td>Certified Brain Injury Specialist (ACBIS)</td>
</tr>
<tr>
<td>Certification in Lymphedema Therapy (LANA)</td>
</tr>
<tr>
<td>Certified Hand Therapist (HTCC)</td>
</tr>
<tr>
<td>Specialty Certification Low Vision (ACVREP)</td>
</tr>
<tr>
<td>Pelvic Rehab Practitioner Certification (Herman &amp; Wallace)</td>
</tr>
<tr>
<td>Certified Aging in Place Specialist (NAHB)</td>
</tr>
<tr>
<td>Manual Therapy Certification (Multiple Accreditors; CEU and Exam Required)</td>
</tr>
<tr>
<td>Certified Living in Place Professional (LIPI)</td>
</tr>
</tbody>
</table>
### Speech Language Pathologists
- Certification in Lymphedema Therapy (LANA)
- Certified Dementia Practitioner (NCCDP)
- Certified Brain Injury Specialist (ACBIS)
- Board Certified in Neurologic Communication Disorders in Adults (ANCDS)
- Board Certified Specialist in Fluency (ABFFD)
- Board Certified Specialist in Swallowing and Swallowing Disorders (ABSSD)
- Additional ASHA Board Certifications Relevant to the Home Health Setting (as determined by the PCC)

### Social Workers
- Advanced Palliative Hospice Social Worker-Certified (HPCC)

### Bereavement Counselors
- Fellow in Thanatology (ADEC)
- Thanatology Certified (ADEC)

---

**B. Wound Ostomy Certification:** In addition to certification pay for any optional certification identified in Section A, Wound Ostomy Nurses will receive a three dollars ($3.00) per hour certification differential for obtaining and maintaining their required certification as a Certified Wound Care Nurse and Certified Ostomy Care Nurse.

**C. Nursing Clinical Ladder Program:** The Nursing Clinical Ladder program existing as of ratification of this Agreement will continue in its entirety for the duration of this Agreement. The compensation for Levels II, III, and IV are, respectively, two dollars ($2.00), three dollars and fifty cents ($3.50), five dollars and twenty-five cents ($5.25) per hour, and the program will be subject to termination or other modification only upon agreement of the parties or in accordance with Article 19, Duration and Termination, of this Agreement.

**D. Social Worker and Bereavement Counselor Clinical Advancement Program (SWCAP):** No later than forty-five (45) days following ratification, the parties will create a committee of three (3) Union representatives and three (3) Management representatives charged with drafting a charter and review criteria for a SWCAP. Clinicians will be paid for time spent on this committee. The charter of the Program...
will be consistent with the terms of the Agreement. The Program will be operational and accepting applicants no later than one hundred and twenty (120) days following ratification. The Program will be subject to termination or any other modification only upon agreement of the parties or in accordance with Article 19, Duration and Termination, of this Agreement. The compensation for the SWCAP will be available to all Social Workers or Bereavement Counselors working 0.6 FTE or greater. The compensation will be paid as a stipend of six thousand two hundred and forty dollars ($6,240) each year (prorated by FTE), which shall be paid each pay period,

E. Rehab Clinical Advancement Program (RCAP): The RCAP in existence as of ratification of this Agreement will continue in its entirety for the duration of this Agreement except as modified herein. RCAP will be available to all Physical Therapists, Occupational Therapists, and Speech Language Pathologists working 0.6 FTE or greater. The Program will be subject to termination of any other modification only upon agreement of the parties or in accordance with Article 19, Duration and Termination, of the Agreement. The compensation will be paid as a three dollars ($3.00) per hour differential.

F. Additional Education Leave: Clinicians approved for, and participating in the Nursing Clinical Ladder Program or a Clinical Advancement Program, or who have been approved and receive payment for a certification differential, shall be eligible for eight (8) hours of paid education leave annually, in addition to those hours to which the clinician might otherwise be entitled pursuant to Article 13.E.1.

G. Educational Expense Reimbursement:
   1. PHHH will reimburse clinicians for the fee(s) (such as exam or application fees) associated with obtaining approved certifications (as described in Section A.4 of this Appendix) once the clinician successfully obtains the certification(s) or recertification(s).
   2. Clinicians approved for, and participating in the Nursing Clinical Ladder Program or a Clinical Advancement Program, or who have been approved and receive payment for a certification differential (as described in Section A of this Appendix) shall be eligible for reimbursement up to three hundred and
fifty dollars ($350), in addition to the expense reimbursements they may otherwise qualify for pursuant to subparagraph (1) above, to defray the cost of registration and attendance in connection with the additional paid educational leave set forth in paragraph F above.

APPENDIX C - HEALTH, DENTAL, AND VISION INSURANCE

PHHH and the Union agree that the clinicians will participate in the medical, prescription, dental, and vision plans, as offered to the majority of PHHH employees, provided, however, that PHHH agrees that the plan will have the following provisions in 2024, subject to the terms and conditions of the plans:

A. Benefits Eligibility: Any clinician who is in an assigned FTE of 0.5 FTE to 0.74 FTE will be considered part-time for the purposes of benefits. Any clinician who is in an assigned FTE of 0.75 or greater will be considered full-time for the purpose of benefits.

B. Medical Benefit Design In-Network:

<table>
<thead>
<tr>
<th>In-Network Plan Feature</th>
<th>Health Reimbursement (HRA) Medical Plan</th>
<th>Health Savings (HSA) Medical Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual deductible</td>
<td>$1,150 per person</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$2,300 max per family</td>
</tr>
<tr>
<td></td>
<td>Annual out-of-pocket maximum (with deductible)</td>
<td>$3,300 per person</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$6,600 max per family</td>
</tr>
<tr>
<td></td>
<td>Preventive Care</td>
<td>No charge</td>
</tr>
<tr>
<td></td>
<td>Primary Care Provider visits (non-preventive)</td>
<td>$20 copay</td>
</tr>
<tr>
<td></td>
<td>Specialist visits (non-preventive)</td>
<td>Tier I: 10% after deductible</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tier II: 20% after deductible</td>
</tr>
<tr>
<td></td>
<td>Lab and x-ray</td>
<td>Tier I: 10% after deductible</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tier II: 20% after deductible</td>
</tr>
<tr>
<td>In-Network Plan Feature</td>
<td>Health Reimbursement (HRA) Medical Plan</td>
<td>Health Savings (HSA) Medical Plan</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>---------------------------------------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Alternative care (chiropractic, acupuncture)</td>
<td>20% after deductible</td>
<td>20% after deductible</td>
</tr>
<tr>
<td></td>
<td>Combined 12 visit limit per calendar year; all therapies combined</td>
<td>Combined 12 visit limit per calendar year; all therapies combined</td>
</tr>
<tr>
<td>Naturopathy</td>
<td>Covered as Specialist</td>
<td>Covered as Specialist</td>
</tr>
<tr>
<td>Outpatient behavioral health care providers</td>
<td>No charge</td>
<td>No charge after deductible</td>
</tr>
<tr>
<td>Outpatient hospital/surgery facility fees (except hospice, rehab)</td>
<td>Tier I: 10% after deductible Tier II: 25% after deductible</td>
<td>Tier I: 10% after deductible Tier II: 25% after deductible</td>
</tr>
<tr>
<td>Inpatient hospital facility fees, including behavioral health</td>
<td>Tier I: 10% after deductible Tier II: 25% after deductible</td>
<td>Tier I: 10% after deductible Tier II: 25% after deductible</td>
</tr>
<tr>
<td>Hospital physician fees</td>
<td>Tier I: 10% after deductible Tier II: 20% after deductible</td>
<td>Tier I: 10% after deductible Tier II: 20% after deductible</td>
</tr>
<tr>
<td>Emergency room</td>
<td>$250 copay (waived if admitted)</td>
<td>20% after deductible</td>
</tr>
<tr>
<td>Urgent Care professional fees</td>
<td>Tier I: 10% after deductible Tier II: 20% after deductible</td>
<td>Tier I: 10% after deductible Tier II: 20% after deductible</td>
</tr>
<tr>
<td>Maternity Pre-natal as Preventive Care</td>
<td>No Charge</td>
<td>No Charge</td>
</tr>
<tr>
<td>Delivery and Post-natal Provider Care</td>
<td>No Charge</td>
<td>Tier I: 10% after deductible Tier II: 20% after deductible</td>
</tr>
<tr>
<td>Maternity Hospital Stay and Routine Nursery</td>
<td>Tier I: 10% after deductible Tier II: 25% after deductible</td>
<td>Tier I: 10% after deductible Tier II: 25% after deductible</td>
</tr>
<tr>
<td>In-network only Plan Provision</td>
<td>EPO Medical Plan – Portland Metro Area Only</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Annual Deductible</td>
<td>$300 per person</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$900 max per family</td>
<td></td>
</tr>
<tr>
<td>Annual Out-of-Pocket Maximum</td>
<td>$2,500 per person</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$7,600 max per family</td>
<td></td>
</tr>
<tr>
<td>Preventive Care</td>
<td>No charge</td>
<td></td>
</tr>
<tr>
<td>Primary Care Office Visit</td>
<td>$20 copay</td>
<td></td>
</tr>
<tr>
<td>Specialist Office Visit</td>
<td>$40 copay(^1)</td>
<td></td>
</tr>
<tr>
<td>X-ray and Laboratory</td>
<td>20% after deductible</td>
<td></td>
</tr>
<tr>
<td>In-patient hospital facility fees</td>
<td>20% after deductible</td>
<td></td>
</tr>
<tr>
<td>Hospital physician fees</td>
<td>20% after deductible</td>
<td></td>
</tr>
<tr>
<td>Outpatient hospital/surgery facility fees</td>
<td>20% after deductible</td>
<td></td>
</tr>
<tr>
<td>Emergency Room (in-network and out-of-network)</td>
<td>$250 copay, waived if admitted</td>
<td></td>
</tr>
<tr>
<td>Outpatient behavioral health</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Express Care Virtual</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Express Care Clinics</td>
<td>$10 copay</td>
<td></td>
</tr>
<tr>
<td>Urgent care</td>
<td>$60 copay</td>
<td></td>
</tr>
</tbody>
</table>

\(^1\) No PCP referral required for specialist care
C. Medical Premiums:
The following are the premium contribution for the clinicians for each pay period for a total of twenty-six (26) pay periods for the year.

<table>
<thead>
<tr>
<th>Level of Benefit</th>
<th>Health Reimbursement Medical Plan</th>
<th>Health Savings Medical Plan</th>
<th>EPO* where offered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Time</strong></td>
<td>2024</td>
<td>2024</td>
<td>2024</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$15.15</td>
<td>$0.00</td>
<td>$42.05</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$29.77</td>
<td>$14.40</td>
<td>$72.37</td>
</tr>
<tr>
<td>Employee and Spouse/ABR</td>
<td>$40.43</td>
<td>$24.09</td>
<td>$93.55</td>
</tr>
<tr>
<td>Employee and Family</td>
<td>$55.66</td>
<td>$38.58</td>
<td>$124.66</td>
</tr>
<tr>
<td><strong>Part Time</strong></td>
<td>2024</td>
<td>2024</td>
<td>2024</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$31.52</td>
<td>$15.00</td>
<td>$57.60</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$56.26</td>
<td>$38.58</td>
<td>$97.71</td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td>$72.78</td>
<td>$54.52</td>
<td>$124.38</td>
</tr>
<tr>
<td>Employee and Family</td>
<td>$97.43</td>
<td>$77.91</td>
<td>$164.58</td>
</tr>
</tbody>
</table>

*without health incentive*
## D. Prescription Drug Design In-Network:

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Health Reimbursement (HRA) Medical Plan</th>
<th>Health Savings Medical (HSA) Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier I Network</td>
<td>Preventive: No charge</td>
<td>Preventive: No charge</td>
</tr>
<tr>
<td>Retail Pharmacies</td>
<td>Generic: $10 copay</td>
<td>Generic: 10% after deductible</td>
</tr>
<tr>
<td>(30-day supply)</td>
<td>Formulary brand: 20% of cost after deductible (maximum $150 per Rx).</td>
<td>Formulary brand: 20% of cost after deductible (maximum $150 per Rx)</td>
</tr>
<tr>
<td></td>
<td>Non-Formulary brand: 40% of cost after deductible (maximum $150 per Rx)</td>
<td>Non-formulary brand: 40% of cost after deductible (maximum $150 per Rx) after deductible</td>
</tr>
<tr>
<td>Tier II Network</td>
<td>Preventive: No charge</td>
<td>Preventive: No charge</td>
</tr>
<tr>
<td>Retail Pharmacies</td>
<td>Generic: $10 copay</td>
<td>Generic: 10% after deductible</td>
</tr>
<tr>
<td>(30-day supply)</td>
<td>Formulary brand: 30% of cost after deductible (maximum $150 per Rx).</td>
<td>Formulary brand: 30% of cost after deductible (maximum $150 per Rx)</td>
</tr>
<tr>
<td>Plan Feature</td>
<td>Health Reimbursement (HRA) Medical Plan</td>
<td>Health Savings Medical (HSA) Plan</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Tier II Network Retail Pharmacies: (30-day supply)</td>
<td>Non-Formulary brand: 50% of cost after deductible (maximum $150 per Rx)</td>
<td>Non-Formulary brand: 50% of cost (maximum $150 per Rx)</td>
</tr>
<tr>
<td>Mail order (90-day supply)</td>
<td>3x retail copay</td>
<td>3x retail copay</td>
</tr>
<tr>
<td>Specialty (30-day supply) from Plan designated pharmacy network providers</td>
<td>20% after deductible (maximum $150 per Rx)</td>
<td>20% after deductible (maximum $150 per Rx)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plan Provision</th>
<th>EPO Medical Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered pharmacies</td>
<td>Tier I and Tier II network retail pharmacies covered at same level</td>
</tr>
<tr>
<td>Annual medical/Rx deductible</td>
<td>Deductible does not apply to prescription drugs</td>
</tr>
<tr>
<td>Preventive drugs</td>
<td>No charge</td>
</tr>
<tr>
<td>Generic drugs, 30-day supply</td>
<td>$10 copay</td>
</tr>
<tr>
<td>Formulary brand name drugs, 30-day supply</td>
<td>20% coinsurance <em>maximum of $75 per prescription</em></td>
</tr>
<tr>
<td>Non-formulary brand name drugs, 30-day supply</td>
<td>40% coinsurance <em>maximum of $125 per prescription</em></td>
</tr>
<tr>
<td>Specialty drugs, 30-day supply, only at plan-designated specialty pharmacy</td>
<td>20% coinsurance <em>maximum of $200 per prescription</em></td>
</tr>
<tr>
<td>90-day supply/mail order</td>
<td>3 times retail cost</td>
</tr>
</tbody>
</table>
### E. Medical Savings Account:

Clinicians will have a choice of either a Health Reimbursement Account (HRA) or a Health Savings Account (HSA) based on their medical plan election.

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Health Reimbursement (HRA) Medical Plan</th>
<th>Health Savings (HSA) Medical Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earned health incentive contribution</td>
<td>$700 per person</td>
<td>$700 employee only</td>
</tr>
<tr>
<td></td>
<td>$1,400 max per family</td>
<td>$1,400 if covering dependents</td>
</tr>
<tr>
<td>Note: Amounts are prorated for clinicians hired mid-year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual in-network net deductible</td>
<td>$450 per person</td>
<td>$900 employee only</td>
</tr>
<tr>
<td></td>
<td>$900 max per family</td>
<td>$1,800 if covering dependents</td>
</tr>
<tr>
<td>Annual in-network out-of-pocket maximum (with in-network deductible)</td>
<td>$3,300 per person</td>
<td>$3,000 employee only</td>
</tr>
<tr>
<td></td>
<td>$6,600 max per family</td>
<td>$6,000 if covering dependents</td>
</tr>
<tr>
<td>Annual in-network net out-of-pocket maximum (out-of-pocket maximum minus full health incentive)</td>
<td>$2,600 per person</td>
<td>$2,300 employee only</td>
</tr>
<tr>
<td></td>
<td>$5,200 max per family</td>
<td>$4,600 if covering dependents</td>
</tr>
</tbody>
</table>
Any balance left in the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) that is unused at the end of the plan year may be rolled over to the HRA or HSA account for the next plan year in accordance with the terms of the accounts. If the clinician has been employed for at least five (5) consecutive years with PHHH, they may use the money in the HRA deposited prior to 2016 upon termination of employment for purposes permitted by the plan. Clinicians on an unpaid leave may also use the balance in the HRA to pay for COBRA premiums.

**F. Coordination of Benefits:**

The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2024.

**G. Dental:**

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Delta Dental PPO 1500</th>
<th>Delta Dental PPO 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PPO Dentist</td>
<td>Premier and Non-PPO Dentist</td>
</tr>
<tr>
<td><strong>Diagnostic and Preventative</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exams, X-rays, Prophylaxis (cleaning), Sealants, Topical Fluoride,</td>
<td>No cost and no deductible.</td>
<td>20% of the cost and no deductible.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No cost and no deductible.</td>
</tr>
<tr>
<td><strong>Restorative</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Restorations, endodontics, periodontics, oral surgery</td>
<td>Deductible and 20% of the cost</td>
<td>Deductible and 30% of the cost</td>
</tr>
<tr>
<td><strong>Major</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crowns, dentures, bridges and implants</td>
<td>Deductible and 50% of the cost</td>
<td>Deductible and 50% of the cost</td>
</tr>
<tr>
<td>Annual Maximum that the plan pays</td>
<td>$1,500 per person</td>
<td>$1,500 per person</td>
</tr>
</tbody>
</table>
### Annual Deductible

<table>
<thead>
<tr>
<th>Per person</th>
<th>$50</th>
<th>$50</th>
<th>$50</th>
<th>$50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Maximum</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
</tr>
</tbody>
</table>

Orthodontia: Not covered

50% after $50 lifetime deductible; $2,000 lifetime maximum

---

1. **H. Dental Premiums:**
2. The following are the premium contributions for the clinicians for each pay period for a total of twenty-six (26) pay periods for the year.

<table>
<thead>
<tr>
<th>Level of Benefit</th>
<th>Delta Dental PPO 1500</th>
<th>Delta Dental PPO 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Time</td>
<td>2024</td>
<td>2024*</td>
</tr>
<tr>
<td>Employee Only</td>
<td>$7.90</td>
<td>$13.32</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$16.58</td>
<td>$27.98</td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td>$15.00</td>
<td>$25.32</td>
</tr>
<tr>
<td>Employee and Family</td>
<td>$21.72</td>
<td>$36.65</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part Time</th>
<th>2024</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$10.27</td>
<td>$15.70</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$21.58</td>
<td>$32.98</td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td>$19.52</td>
<td>$29.84</td>
</tr>
<tr>
<td>Employee and Family</td>
<td>$28.26</td>
<td>$43.19</td>
</tr>
</tbody>
</table>

*Employee is responsible for the budget/premium cost for the Delta Dental PPO 2000 plan that exceeds the subsidy provided for the Delta Dental PPO 1500 plan.*
## I. Vision:

<table>
<thead>
<tr>
<th>Plan Feature</th>
<th>Vision Service Plan Network Providers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eye Exam (every 12 months)</td>
<td>$15.00 co-pay</td>
</tr>
</tbody>
</table>

### Prescription Lenses (every 12 months)

<table>
<thead>
<tr>
<th>Prescription Feature</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single vision, lined bifocal and lined trifocal lenses</td>
<td>Covered in Full</td>
</tr>
<tr>
<td>Progressives, photochromic lenses, blended lenses, tints, ultraviolet coating, scratch-resistant coating and anti-reflective coating</td>
<td>Covered in Full</td>
</tr>
<tr>
<td>Polycarbonate lenses for dependent children</td>
<td>Covered in Full</td>
</tr>
<tr>
<td>Frame (every 24 months)</td>
<td>$120 (or up to $65 at Costco) and then 20% off any additional cost above $120.</td>
</tr>
<tr>
<td>Contact Lens (every 12 months)</td>
<td>$200 in lieu of prescription glasses</td>
</tr>
</tbody>
</table>
J. Vision Premiums:
The following are the premium contribution for the clinicians for each pay period for a total of twenty-six (26) pay periods for the year.

<table>
<thead>
<tr>
<th>Level of Benefit</th>
<th>Full Time</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td></td>
<td>$2.71</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td></td>
<td>$4.88</td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td></td>
<td>$5.42</td>
</tr>
<tr>
<td>Employee and Family</td>
<td></td>
<td>$8.13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level of Benefit</th>
<th>Part Time</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td></td>
<td>$4.34</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td></td>
<td>$7.80</td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td></td>
<td>$8.67</td>
</tr>
<tr>
<td>Employee and Family</td>
<td></td>
<td>$13.01</td>
</tr>
</tbody>
</table>

K. Working Spouse Surcharge:
The clinicians will participate in the working spouse surcharge on the same basis as the majority of PHHH’s non-represented employees as follows: If the clinician’s spouse has access to a medical plan through their employer but waives that coverage and instead enrolls in a Providence medical plan, a one hundred and fifty dollar ($150) monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in seventy-five dollar ($75) increments twice a month. The surcharge will not apply if the clinician’s spouse:

1. Does not have coverage through their employer, is not employed or is self-employed.

2. Is enrolled in their employer’s plan and a Providence plan (as secondary coverage).
3. Is enrolled in Medicare, Medicaid, Tricare or Tribal health insurance (and is their only other coverage).

4. Is a Providence benefits-eligible employee.

5. Has employer-provided medical coverage with an annual in-network out-of-pocket maximum greater than eight thousand and fifty dollars ($8,050) for employee-only coverage and sixteen thousand and one hundred dollars ($16,100) if covering dependents. The amount of the maximum may be adjusted annually, not to exceed the annually adjusted out-of-pocket limit under the Affordable Care Act or other measure as determined by the Plan in the event the Affordable Care Act is repealed during the term of the contract.
LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE

The parties acknowledge and agree that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by PHHH. The parties also acknowledge there is a shared interest in the assessment of whether anticipated cost increases/decreases are realized, and whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization.

The parties further acknowledge that Providence has the right and discretion to create a regional committee or task force to review relevant data and to provide input and recommendations as to whether the current insurance program is achieving the goals of improved wellness of employees and reduction in associated costs.

To that end, the parties agree that if PHHH participates in a regional committee or task force (that is created to include employees at multiple Providence facilities in Oregon) or if any committee or task force is established with employees at other Providence facilities in Oregon to review and/or make recommendations regarding the health insurance provided by the employer, up to two (2) representatives from the bargaining unit and one (1) Union representative will be included in that task force.

Such task force will not, however, have the authority to negotiate or to change the terms of the contract.
LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE CLINICIANS

The parties recognize and agree that it is a unique experience to work in Oregon as a clinician in a facility that adheres to the mission and core values of Providence. In recognition of that unique experience tied to the mission and core values of Providence, PHHH agrees that clinicians who are otherwise in good standing with a separate Providence employer in Oregon and who have been laid off from such employment within the prior six (6) months and who apply for an open position will be hired over other external applicants, provided that PHHH determines in good faith that such clinician is qualified for the job.

For purposes of this Letter of Agreement, “good standing” includes: (1) the clinician has not received any corrective action within the previous two (2) years; (2) the clinician has not received an overall score of “needs improvement” or lower at any time in the last two (2) years; and (3) that the clinician has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action from the time of the announcement of the layoff until the time of the clinician’s application for employment.

*This agreement will only be honored for Providence clinicians with a different Providence employer when a similar agreement with regards to hiring exists in the Union contract of any of that clinician’s former Providence employer.
LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING

The parties recognize that the Health Care Industry is now undergoing an unprecedented level of change, due in part to the passage and implementation of the Affordable Care Act. One possible effect of that change is that employers throughout the industry are considering how best to restructure their care delivery models to best provide affordable health care to their patients and communities. This may include the moving or consolidation of health care units from one employer to another, including to PHHH. In an effort to minimize disruption to the delivery of patient care and to ease the way of groups of new clinicians who may be joining PHHH, the parties agree as follows:

A. A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units from another employer (either from another Providence employer or from outside Providence) to PHHH as defined in this Agreement.

B. In the event of a health care unit restructure, PHHH will, if possible, give the Union thirty (30) days’ notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties’ Collective Bargaining Agreement. If PHHH cannot, in good faith, give thirty (30) days’ notice, it will give the Union as much notice as is practicable.

C. PHHH will determine the number of positions that the restructured health care unit or units will have.

D. In the event of a health care unit restructure, the clinicians joining PHHH from the other employer will have their seniority calculated in accordance with Article 15. To the extent that such clinicians do not have a record of hours worked, the parties will meet to agree upon a system to calculate the clinicians’ seniority based on the other employer’s existing seniority system (if any), an estimate of hours worked, or on the clinicians’ years worked for the other employer. The Union may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy with regard to health care unit restructuring with regard to giving PHHH clinicians, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.
E. If new positions result from the restructure, clinicians from the clinical unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will be worked out by the Union and PHHH but will generally adhere to the seniority and job posting provisions of Article 15, Seniority. Any positions not filled by clinicians from within that clinical unit will then be posted and offered to other PHHH clinicians consistent with Article 15.

F. If, as a result of a health care unit restructure, there are any position reductions or eliminations at PHHH, those will be handled according to Article 16, Reduction in Force.

G. The newly restructured clinical unit or units at PHHH will comply with all other provisions of the contract including Article 5.

H. Clinicians’ wage rates will be set in accordance with the provisions of Appendix A, including the provisions regarding experience and placement on wage steps. If as a result a newly hired clinician would be paid a rate less than they were paid at the clinician’s prior employer, PHHH will meet with ONA to discuss options, with consideration given to both the economic impact on the clinician and internal equity among the wage rates for existing clinicians in the bargaining unit. All differentials will be paid to the clinician in accordance with Appendices A and B of the parties’ Collective Bargaining Agreement. If a clinician coming to PHHH from another employer is then currently on a similar clinical ladder or clinical advancement program, the clinician may apply for placement on the closest corresponding step on PHHH’s clinical ladder program or to the relevant clinical advancement program, based on PHHH’s clinical ladder and clinical advancement program application schedules.

I. This Agreement will only be binding for Providence clinicians with a different Providence employer when a similar agreement with regard to health care unit restructuring exists between the Union and the other Providence employer.
MEMORANDUM OF UNDERSTANDING – DAILY OVERTIME AND FLEX SCHEDULING

The parties acknowledge and agree that there is a shared interest in engaging employees on flexible work schedules and in reducing or eliminating daily overtime as referenced in CBA Article 5, Sec. D(2). Toward that end, the parties agree as follows:

1. The issues of flexible work schedules and daily overtime are referred to the Task Force. The Task Force will consider possible voluntary flexible work schedules that replace daily overtime for PHHH employees.

2. The Task Force will review relevant information and endeavor to develop a program that allows flexible work schedules for employees in replacement of daily overtime. The Task Force may consider the following topics:
   a. Varying the applicability of flexible work schedules to field and office staff and to full- and part-time employees;
   b. A trial period for evaluation of flexible work schedules; and
   c. A system to allow employees to opt-in or opt-out of any proposed flexible work arrangement.
MEMORANDUM OF UNDERSTANDING ON CLINICAL LADDER AND CLINICAL ADVANCEMENT PROGRAMS

A. The Nursing Clinical Ladder Board, Social Worker and Bereavement Counselor Clinical Advancement Program Committee (SWCAP) Review Committee, and RCAP Review Committee will operate consistent with this Agreement and their charters. The charters will be consistent with the Collective Bargaining Agreement.

B. As of ratification of this Agreement, the incumbent Nursing Clinical Ladder Board and incumbent RCAP Review Committee members will be recognized as the Nursing Clinical Ladder Board and RCAP Review Committee, respectively. Within one hundred and twenty (120) days of ratification of this Agreement, SWCAP Review Committee members will be selected by a vote of all PHHH Social Workers and Bereavement Counselors. As members are lost to attrition and to fill any existing vacancies, the Nursing Clinical Ladder Board, SWCAP Review Committee, and RCAP Review Committee members will be selected by vote of clinicians with the relevant Clinical Ladder, SWCAP, or RCAP status. The Professional Care Committee, Nursing Clinical Ladder Board, SWCAP Review Committee, RCAP Review Committee, and the Union will work together to organize and publicize nominations and elections for vacant positions.

C. Nursing Clinical Ladder Board, SWCAP Review Committee, and RCAP Review Committee members will be full members of the Union.

D. Each Nursing Clinical Ladder Board, SWCAP Review Committee, and RCAP Review Committee member will be compensated for their actual time spent in packet review and other program related meetings, up to a total of forty (40) hours per year.

E. The Nursing Clinical Ladder Board, SWCAP Review Committee, and RCAP Review Committee shall prepare agendas and keep minutes of all meetings. Copies of the meeting minutes shall be provided to the Directors of PHHH and the Union.

F. The Nursing Clinical Ladder Board, SWCAP Review Committee, and RCAP Review Committee will report their submission results to the nearest Task Force meeting.
G. Any clinician who wishes to attend a meeting during open session may do so. Advance notice to the Board or Review Committee is encouraged when possible. The Board of Review Committee may have times when they hold executive session which will not be open to clinicians.

H. Training: Four (4) sixty (60)-minute trainings for Nurses interested in participating in the Nursing Clinical Ladder Program will be provided by the Nursing Clinical Ladder Board members. Two sixty (60)-minute trainings for clinicians interested in participating in the SWCAP and two (2) sixty (60)-minute trainings for clinicians interested in participating in the RCAP will be provided by the respective Review Committee. Board and Review Committee members and participants will be paid for time spent in such training sessions.

I. The parties agree to form a Nursing Clinical Ladder Improvement Committee comprised of two (2) Nursing Clinical Ladder Board Members and one (1) other Union representative and up to three (3) Employer representatives to develop and recommend improvements to the Clinical Ladder Program design, requirements, and pay premiums. Employee representatives will be paid for up to ten (10) meetings of two (2) hours each which may be held during or outside regular working hours. To reach a consensus decision, more than fifty percent (50%) of the Nursing Clinical Ladder Improvement Committee members must agree to a change in the Ladder, including changes in the structure of the Nursing Clinical Ladder Board. The Committee will attempt to resolve any individual concerns about the process and any other disputes that may arise under the program.
LETTER OF UNDERSTANDING ON ELECTRONIC VISIT VERIFICATION

The parties agree to the following in regard to the Electronic Visit Verification (EVV) tool:

1. The EVV tool will be implemented only when required by the state of Oregon and/or Washington. The anticipated start date is January 1, 2024, but that date is subject to change as determined by Oregon or Washington. If the states select different implementation dates, the EVV tool will be implemented on the earlier date.

2. At implementation, clinicians will only be required to use the EVV tool for Home Health patients whose primary insurer is Medicaid. Clinicians will be required to use the EVV tool to document the time in/geolocation and time out/geolocation of the visit or appropriate aggregator reason for not documenting the time in/geolocation and timeout/geolocation of the visit. Nothing in this Letter of Understanding impacts documentation requirements for Hospice patients and Home Health patients whose primary insurer is not Medicaid.

3. Clinicians will be provided training on the EVV tool.

4. The purpose of the EVV tool is to verify patient visits and not tracking of clinicians’ off-duty activities. PHHH will not use the EVV tool to otherwise track the location of clinicians, including during breaks and lunches. With the exception of time and GPS data associated with patient visits, data that may be collected by the EVV tool (e.g. extraneous data) will not be used for corrective action. Furthermore, EVV data (e.g. time and GPS data) will not be the sole basis for corrective action. ONA and management will work together to resolve issues with EVV in a Task Force meeting.

5. If any other payor, client, law, or regulation subsequently requires the use of Electronic Visit Verification, then PHHH will promptly notify the Union of the new requirement and, upon request, PHHH will bargain with the Union over the effects of complying with the new requirement.
LETTER OF AGREEMENT ON PRODUCTIVITY

A. Productivity: The parties recognize that maintaining adequate productivity is necessary to the essential operations of PHHH, and that each clinician’s productivity is a key part of that clinician’s overall performance. The parties also recognize that productivity goals should appropriately balance workload and high-quality patient care. Accordingly, in applying productivity standards, PHHH will consider visit complexity, travel time, case management, consultation, time spent in meetings, documented educational activities, and other factors that affect the time required to provide patient care.

B. Variances: The parties also recognize that there are many factors that can detract from an individual clinician’s productivity number, and that many of those factors are outside of the control of the individual clinician. For that reason, in conversations with a clinician about whether productivity standards are being met, PHHH will commit to consider in good faith any factor outside the clinician’s control that may have adversely impacted that clinician’s productivity number, including but not limited to:

- traffic (heavy traffic, accidents, construction, etc.);
- technology issues (upgrades, slow sync time, hardware issues, EPIC/network issues, cellular and data connectivity);
- staff meetings;
- multiple meetings – Staff, IDG, PCC, Task Force, etc.;
- patient complexity;
- telephone care coordination;
- limited availability of restrooms;
- mandatory education during the course of a workday;
- continuing education;
- preceptorship;
- supervision of care plans when paraprofessionals are involved in patient care; and
- supervisory visits for aides
If clinicians believe that their productivity has been adversely impacted by any of these or similar factors, the clinician is encouraged to bring those factors to the attention of their manager.

C. Productivity Reporting: A clinician’s productivity number will be shared and discussed privately with that clinician. PHHH will not publicly (e.g. share with other clinicians the clinician names associated with productivity numbers) share, discuss, or compare productivity numbers with other clinicians.

D. Corrective Action: A clinician will not be subject to corrective action based upon the clinician’s productivity number.

E. Scheduling: Clinicians who have concerns over their daily schedule may discuss their concerns with their manager, including but not limited to patient acuity, scope of patient care, anticipated length of visits, and whether to reschedule a patient.

F. PCC: The Professional Care Committee (PCC) may recommend changes to how PHHH applies productivity standards in areas that may include but are not limited to: consideration of extenuating circumstances; optimization of scheduling; workflow changes; opportunities and challenges with technology; changes in the environment of care; educational opportunities that can help understand and meet productivity standards; or any other factor that may impact productivity. PHHH will consider such recommendations in good faith and will provide a written response within fourteen (14) days of receipt of the recommendation. The PCC may invite PHHH leaders and a member of Human Resources to a meeting to share the PCC’s recommendations. If a recommendation from the PCC is not adopted, PHHH will offer a rationale and propose alternative solutions. If, after exploring alternatives, the PCC and PHHH reach a mutual agreement, the solution will be implemented within a reasonable amount of time.

G. Notice: PHHH will provide the PCC and the Union with sixty (60) days’ notice before making any changes to productivity standards. Upon request, PHHH will meet with the PCC and/or the Union to discuss the reasons for the change in the productivity standards and the plan for implementing the changes. PCC and/or the Union may,
within thirty (30) days of the planned implementation, make recommendations to
PHHH on the changed productivity standards or their implementation. PHHH will
consider any such recommendations in good faith and will provide a written
response within fourteen (14) days of receipt of the recommendation.

H. Effects Bargaining: PHHH will, upon request from the Union within sixty (60) days
of implementing the change, meet and bargain with the Union over the
impact/effects of any change to the productivity standards.

I. Patient Acuity: PHHH recognizes that patient acuity can impact how clinicians
manage their time and help explain patient complexity. PHHH will work with the PCC
to adopt acuity measurements for the purpose of facilitating communication and
collaboration between clinicians and their managers regarding their workload, the
management of patient assignments, and productivity. If PHHH determines a
different acuity measurement is needed, then it will work with the PCC to adopt the
new measurement.
LETTER OF UNDERSTANDING ON SHIFT START TIME VERIFICATION

If during the term of the contract, the four (4) hour limitation to the shift start time variation in Article 5, Section I has a negative impact on patient care, the parties agree to meet in task force and develop an alternate solution to address the impacts on patient care.
MEMORANDUM OF UNDERSTANDING WORKFORCE SCHEDULING COMMITTEE

PHHH and the Union acknowledge the unique and wide range of health care services that are provided in PHHH. The acuity of the patient population can impact visit durations and daily schedules. The parties recognize both the importance of patients receiving individualized and compassionate care and the importance of visiting patients in a way that is personally and economically sustainable.

A. Committee Charge: A workforce scheduling committee will be established with the goal of identifying and sharing improved practices and operational recommendations for providing safe, high-quality, efficient patient care, including but not limited to scheduling process improvements, proactive admission capacity process, and case management skills training. The Committee will pilot at least one (1) project during the term of the MOU. The pilot(s) will be tested for at least one (1) month and may be continued for additional months if the Committee determines it is needed. Nothing in this MOU shall prohibit the parties from piloting more than one (1) project.

B. Committee Composition and Selection: The committee will be composed of the following representative groups:

1. PCC (two (2) members)
2. Clinical Ladder (two (2) members)
3. RCAP (two (2) members)
4. SWCAP (two (2) members) – until this is established, one (1) each from Home Health and Hospice
5. PHHH (four (4) members)

Direct care clinicians on the committee shall be selected by the representative group (i.e., RCAP selects two (2) of their members, etc.) The committee will have two (2) co-chairs. One (1) co-chair must be a member of PHHH management. The other co-chair must be a direct care clinician elected by the majority of the committee members who are direct care clinicians. There will be an equal number of direct care clinician voting members and PHHH voting members.
C. Committee Meetings: A federal mediator will attend the initial committee meeting to provide guidance on working collaboratively toward common goals and will be available for future meetings as necessary. The committee will meet at least once (1) per month for the first six (6) months of the Agreement and at least once (1) every two (2) months thereafter. Committee meetings will be conducted on paid time. Members of the Committee will receive up to one (1) additional hour per Committee meeting to prepare for and follow up after Committee meetings.
LETTER OF AGREEMENT FRONT LOADING OF PTO HOURS TO PTO BANKS

Providence Home Health and Hospice ("PHHH") and Oregon Nurses Association ("ONA") hereby enter into the following letter of agreement:

A. Year 1: Twenty (20) hours pro-rated per 1.0 FTE added to PTO banks of eligible clinicians. Deposits available the first full pay period following October 20, 2023.

B. Year 2: Twenty (20) hours prorated per 1.0 FTE added to PTO banks of eligible clinicians. Deposits available the first full pay period following January 1, 2024.

If in either year the addition of twenty (20) hours of PTO would cause an eligible clinician’s PTO bank to exceed the clinician’s maximum PTO accrual permitted under Article 3 of the Collective Bargaining Agreement, the amount in excess of the maximum accrual shall be paid to the clinician in the form of a cash bonus, subject to required withholdings.
Providence Home Health and Hospice ("PHHH") and Oregon Nurses Association ("ONA") hereby enter into the following letter of agreement:

A. Per diem differential in contract will be four dollars ($4.00)/six dollars ($6.00) for all clinicians (Appendix A, Section G) except as follows:

1. Therapists currently receiving a fourteen percent (14%) per diem differential will not move to the four dollars ($4.00)/six dollars ($6.00) rates until the first (1st) pay period after the pay period that includes December 31st, 2023.

2. Caregivers Jonathan Beach and Kamal Sanghoi will receive the fourteen percent (14%) per diem differential through the pay period that includes December 31st, 2024.

3. The intent is for per diem Physical Therapists, Occupational Therapists, and Speech Language Pathologists to not experience a reduction in total wages (base rate plus per diem differential) through the pay period including December 31st, 2024 based on their new wage scale placement and the four dollars ($4.00) (or six dollars ($6.00)) per hour per diem differential available to other clinicians.

4. ONA identified Jonathan Beach and Kamal Sanghoi who would otherwise experience a loss in total wages as described above. PHHH will consider any other exceptions presented by ONA for thirty (30) days after ratification.

This side letter will not be modified or extended without mutual agreement.
LETTER OF AGREEMENT RETRO PAY

Retroactive Pay lump sum for RNs (including CWONs), less applicable withholdings, from January 1, 2023 through the pay period that includes ratification [see wage clarification below]. Payment of this bonus is contingent upon the caregiver being actively employed at the time of ratification and at the time of payment. Payment will be made within four (4) pay periods following ratification. Retro pay elements will include those listed below.

- Admin Paid Leave
- Bereavement
- Callback/ Callback OT
- Callback Minimum & OT
- Company SickSafe
- Education Inservice
- Education Leave
- Education Mandatory/ OT
- Education Outside
- Education Training/ OT
- Holiday Worked OT
- Jury Duty
- Meetings/ OT
- Orientation/ OT
- Overtime Base including daily
- PTO
- Regular Time

Retroactive Pay lump sum for those clinicians who were certified as bargaining unit members on April 24, 2023, as follows: apply three percent (3.0%) to wages based on hours paid (pursuant to above retro pay elements) from April 24, 2023, through the pay period that includes ratification, less any applicable withholdings. The bonus will be paid no later than the fourth pay period following ratification. Payment of this bonus is contingent upon the caregiver being actively employed at the time of ratification and at the time of payment. Payment will be made within four (4) pay periods following ratification.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of October 6, 2023 through December 31, 2024.
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 Providence Home Health & Hospice, October 6, 2023 through December 31, 2024.

Signature:__________________________________________

Today’s Date:______________________________

Your Mailing Address__________________________________________

__________________________________________

Home Phone:________________ Work Phone:________________

Email:__________________________________________

Unit:__________________________________________

Shift:__________________________________________