ARTICLE 1 - RECOGNITION AND MEMBERSHIP

A. Home Health and Hospice recognizes Association 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 employed by Home Health and Hospice as home health and hospice nurses, including when serving in a charge capacity in the Portland and Yamhill, Oregon, service areas, excluding coordinators, specialty pharmacy/infusion, Sisters of Providence, administrative and supervisory personnel, and all other employees.

B. Definitions:

1. Nurse - Registered nurse currently licensed to practice professional nursing in Oregon.

2. Staff Nurse - Responsible for the direct or indirect total care of patient.

3. Nurse Manager - Responsible for administration of an organized nursing unit, including providing patient care.

4. Charge Nurse - Relieves the supervisor in accordance with the assignment of such work by Home Health and Hospice.

5. Nursing Unit - As designated by Home Health and Hospice, shall have a manager or supervisor available to nurses on each shift (which may include availability by telephone).
   (a) For purposes of low census, a Nursing Unit is defined as: Home Health East, Home Health West, Home Health Yamhill, Home Health Access, Home Health After Hours, Home Services Liaisons, Hospice East, Hospice West, Hospice Access/Referral and Triage, Hospice Access/Field and After Hours. The Task Force may review unit definitions if issues arise with low census and may make modifications with mutual agreement of Home Health and Hospice and ONA.
   (b) For purposes of a reduction in force and job bidding, a Nursing Unit is defined as Home Health field (including Home Health Access field), Hospice field (including Hospice Access field), Home Health Access office staff, Hospice Access office staff, and Home Services Liaisons.

6. Regular Nurse - A part-time or full-time nurse.

7. Part-time Nurse - Any nurse who is regularly scheduled to work twenty-four (24) or more hours per week, but less than forty (40) hours per week (or (3) twelve (12)-hour shifts per week).
8. Full-time Nurse - Any nurse who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours in a fourteen (14) day period, and any nurse who is regularly scheduled to work three (3) twelve (12)-hour shifts per week.

9. Intermittently Employed Per Diem Nurse - Any nurse (a) who is scheduled to work fewer than 24 hours per week or (b) who is not regularly scheduled to work or (c) who is employed on a temporary basis not to exceed 90 calendar days, or 180 calendar days where replacing a nurse on an approved leave of absence. In order to remain intermittently employed per diem, other than for those nurses described by (c) in the preceding sentence, the following will apply:

   (a) The nurse must be available for at least four (4) shifts during each 28-day or monthly schedule period, except that a nurse may completely opt out of one (1) work schedule each calendar year, provided the nurse notifies Home Health and Hospice in advance of the preparation of the work schedule;

   (b) The four (4) available shifts must include two (2) weekend shifts, evening, night, holiday, and/or standby on-call shifts as assigned by Home Health and Hospice, if those shifts are regularly scheduled in the unit where the nurse is to be assigned;

   (c) At least one (1) of the assigned shifts in a calendar year will be on a holiday, but the intermittently employed per diem nurse will not be required to work more than one (1) holiday in a calendar year. The assigned holiday and the holiday will be rotated between winter (New Year’s Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day), in alternate calendar years; and

   (d) The nurse must meet the patient care unit's education requirement for the year.

10. An intermittently employed per diem nurse who has averaged 24 or more hours of work per week during the preceding 12 weeks may apply in writing for reclassification, except that an intermittently employed per diem nurse employed on a temporary basis to replace a nurse on an approved leave of absence will not be eligible for this reclassification. An eligible nurse 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 nurse’s work schedule (including shifts and units) during the preceding 12 weeks. A nurse who is reclassified under this paragraph will not be eligible to return to intermittently employed per diem status for one (1) year from the date of reclassification. 5

11. Cross training is the training necessary to enable the nurse to become competent to work
outside of the nurse’s classification and to take a full assignment following completion of orientation. Home Health and Hospice will work with the PNCC to develop a mutually agreed appropriate cross training program and criteria. Cross training is voluntary and shall not be utilized to displace bargaining unit nurses.

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 Association 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 Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one of the two options listed in 2(a)ii or 2(a)iii below.

   (a) Transfers. Nurses who are members of the Association or have exercised one of the two 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 Providence Home Health and Hospice. Nurses 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 of the two options listed in 2(a)ii or 2(a)iii below.

   (b) Promotions within a facility. A nurse subject to paragraph (a) above as of the Effective Date who assumes a position at the Medical Center or Home Health and Hospice outside of the bargaining unit will retain her/his respective status (as a nonmember, a member whose membership must be maintained, or one of the two options listed in 2(a)ii or 2(a)iii below) if he or she returns to the bargaining unit within one year of the date that the nurse assumed a non-bargaining position. A nurse who returns to the bargaining unit after one 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:

   (a) By the 31st calendar day following the day that the nurse begins working, each nurse must do one of the following, as a condition of employment:
i. Become and remain a member in good standing of the Association and pay membership dues (Association member); or

ii. Pay the Association a representation fee established by the Association in accordance with the law; or

iii. Exercise his/her 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 Association and Home Health and Hospice. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

(b) Home Health and Hospice will provide a copy of the collective bargaining agreement to newly hired nurses, along with including a form provided by the Association that confirms the provisions in 2.(a) above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. Home Health and Hospice will work in good faith to develop a procedure to retain copies of such signed forms.

(c) A nurse should notify the Association’s Membership Coordinator, in writing, of a desire to change his or her status under the provisions of 2.(a) above by mail, to the business address for the Association.

(d) The Association will provide Home Health and Hospice with copies of at least two notices sent to a nurse who has not met the obligations to which he/she is subject, pursuant to this Article. The Association may request that Home Health and Hospice terminate the employment of a nurse who does not meet the obligations to which he/she is subject, pursuant to this Article. After such a request is made, Providence will terminate the nurse’s employment no later than fourteen (14) days after receiving the written request from the Association. Home Health and Hospice will have no obligation to pay severance or any other notice pay related to such termination of employment.

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

4. Association will indemnify and save Home Health and Hospice 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 Home Health and Hospice in connection with, this Article.

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

6. Home Health and Hospice will distribute membership informational material provided by Association to newly employed nurses. Such material will include Association’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 nursing orientation of newly hired nurses in Home Health and Hospice, if any, Home Health and Hospice will, on request of Association, provide up to 30 minutes for a bargaining unit nurse designated by the Association to discuss Association membership and contract administration matters. Home Health and Hospice will notify Association or its designee of the date and time of this orientation, at least two (2) weeks in advance. During the first 30 days of the newly hired nurse's employment, a bargaining unit nurse designated by the Association may arrange with the newly hired nurse for 15 minutes to discuss Association membership and contract administration matters. In either situation, if the designated nurse has been released from work for this orientation, the time will be compensated as if worked. A newly hired nurse 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. Home Health and Hospice and Association 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, marital status, veteran's status, sexual orientation, or disability.

B. There shall be no discrimination by Home Health and Hospice against any nurse on account of membership in or lawful activity on behalf of the Association, provided, however, the parties understand that any Association activity must not interfere with normal Home Health and Hospice routine, or the nurse’s duties or those of other Home Health and Hospice 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 nurses and the Association will be notified of revisions to the guidelines.

B. **Accrual**: Effective through the final pay period in 2019. Regular regular nurses will accrue PTO as follows:

1. From and after the nurse’s most recent date of employment until the nurse’s fourth (4th) anniversary of continuous employment -- 0.0924 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 24 days of PTO per year with 192 hours’ pay for a full-time nurse);

2. From and after the nurse’s fourth (4th) anniversary of continuous employment until the nurse’s ninth (9th) anniversary of continuous employment--0.1116 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 29 days of PTO per year with 232 hours’ pay for a full-time nurse);

3. From and after the nurse’s ninth (9th) anniversary of continuous employment--0.1308 hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately 34 days of PTO per year with 272 hours’ pay for a full-time nurse);

4. For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, the accrual rates in paragraphs GB.1, 2, and 3 immediately above will be changed to 0.0963, 0.1155, and 0.1347 hours, respectively, per paid hour, not to exceed 72 paid hours per two-week pay period.

5. Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1 ½) times the applicable annual accrual set forth above.

B-2. Effective January 5, 2020, regular nurses with an FTE of 0.5 – 1.0 will accrue PTO as follows:

1. From and after the nurse’s most recent date of employment until the nurse’s third (3rd) anniversary of continuous employment -- 0.0961 hours per hour worked, not to exceed 80 paid hours per two-week pay period (approximately 25 days of PTO per year with 200 hours’ pay for a full-time nurse);

2. From and after the nurse’s third (3rd) anniversary of continuous employment until the nurse’s fifth (5th) anniversary of continuous employment--0.1078 hours per hour worked, not to exceed 80 paid hours per two-week pay period (approximately 28 days of PTO per year with 224 hours’ pay for a full-time nurse);

3. From and after the nurse’s fifth (5th) anniversary of continuous employment until the nurse’s tenth (10th) anniversary of continuous employment-- 0.1154 hours per hour worked, not to exceed 80 paid hours per two-week pay period.
(approximately 30 days of PTO per year with 240 hours’ pay for a full-time nurse):

4. From and after the nurses’ tenth (10th) anniversary of continuous employment until the nurses fifteenth (15th) anniversary of continuous employment - 0.1260 hours per hour worked, not to exceed 80 hours per two-week pay period (approximately 33 days of PTO per year with 264 hours’ pay for a full-time nurse);

5. From and after the nurses’ fifteenth (15th) anniversary of continuous employment - 0.1346 hours per hour worked, not to exceed 80 hours per two-week pay period (approximately 35 days of PTO per year with 280 hours’ pay for a full-time nurse);

**The number of hours is based on an 8 hour shift or 80 hours per pay period.

4. 6.- For regular nurses on schedules consisting of three (3) days each week, with each workday consisting of a 12-hour shift, or four (4) days each week, with each workday consisting of a 9-hour shift, the accrual rates in paragraphs B-2.1 – 5 immediately above will be changed to 0.1004, 0.1122, 0.1197, 0.1314, and 0.1389 hours, respectively, per paid hour, not to exceed 72 paid hours per two-week pay period.

Accrual will cease when a nurse has unused PTO accrual equal to one and one-half (1 ½) times the applicable annual accrual set forth above.

C. Definition of a Paid Hour: A paid hour under B above will include only (1) hours directly compensated by Home Health and Hospice and (2) hours not worked on one of a nurse’s scheduled working days in accordance with Article 5-M-N (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 nurse.

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

E. PTO Share Program. Bargaining unit nurses may participate in Home Health and Hospice’s PTO Share Program consistent with the policy then in effect.

F. Scheduling: In scheduling PTO, Home Health and Hospice will provide a method for each eligible nurse to submit written requests for specific PTO. If more nurses within a unit request dates for PTO, for a 12-month period beginning each January than Home Health and Hospice determines to be consistent with its operating needs, then preference in scheduling PTO will be as follows: in order of seniority for nurses within the unit who submit their requests by the last day of September and in order of Home Health and Hospice’s receipt of the written requests for nurses within the unit who submit their requests on or after March 1, except that Home Health and Hospice will attempt to rotate holiday work. Home Health and Hospice will notify nurses of the approval or denial of requests made during this period no later than November 1.
1. PTO requests for weekends and the holiday season will not be denied without reason. If such a request is denied, a written explanation will be provided.

2. Once PTO has been approved, Home Health and Hospice will not revoke an approved PTO request, nor require a nurse to replace himself or herself on the schedule. This includes requests for PTO on weekends, as long as the nurse makes the request prior to the posting of the monthly schedule.

3. Home Health and Hospice will work with the Task Force to determine a process for each 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 nurses on a unit to have input into the process.

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

5. In the event nurses on a particular 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.

G. Use:

1. Accrued PTO may first be used in the pay period following completion of six (6) months of employment and then in or after the pay period following the pay period when accrued, except with respect to use on observed holidays as provided in G below, or in the case of a mandatory low census (if requested by the nurse).

2. PTO will be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off:

   (a) Under Article 5-M-N (Daily Reduction in Hours) of this Agreement, by making the appropriate entry on the nurse's time card; if the nurse chooses to use PTO under this paragraph, the nurse may change to non-use of PTO for the number of hours worked by the nurse 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 nurse’s FTE level, by giving Home Health and Hospice written notice of the change before the end of the same pay period;

   (b) For leaves of absence under applicable family and medical leave laws if the nurse’s accrued PTO account is then at 40 hours or less;

   (c) When a nurse is assigned to a paid 8-hour in-service in Home Health and Hospice instead of a regularly scheduled 9-, 10-, or 12-hour shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift; or

   (d) When a nurse is required by Home Health and Hospice to attend a committee meeting in Home Health and Hospice during a regularly scheduled
shift and the nurse is not assigned to work the remaining hours of the regularly scheduled shift.

(e) Under (c) and (d) above, the nurse will make herself/himself available for assignment to work the remaining hours of the regularly scheduled shift.

3. PTO may be used in addition to receiving workers’ compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers’ compensation benefits that does not exceed two-thirds (2/3) of the nurse’s straight-time pay for the missed hours. Effective January 5, 2020, nurses can choose to have available PTO hours used to supplement workers’ compensation benefits up to 100 percent of pay while out on an approved leave.

4. Effective January 5, 2020, available PTO hours can also be used to supplement short-term disability and paid parental leave benefits up to 100 percent of pay for the life of the claim or until PTO is exhausted.

5. PTO may not be used when the nurse is eligible for Home Health and Hospice compensation in connection with a family death, jury duty, witness appearance, or EIT.

55. Home Health and Hospice will honor the accrued PTO and EIT balances of nurses who transfer their employment to Home Health and Hospice from other Providence employers within Oregon.

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

1. Upon termination of employment, if the nurse has been employed for at least six (6) months and, in cases of resignation, if the nurse has also provided the required notice of intended resignation.

2. Upon changing from PTObenefits-eligible (FTE 0.5 – 1.0) to non-eligible status (FTE less than 0.5), provided the nurse has been employed for at least six (6) months at the time of the change.

I. Short-Term Disability/Paid Parental Leave. Providence will provide a Short Term Disability and Paid Parental Leave benefit effective the first full pay period following 1/1/2020. For benefits-eligible nurses, short term disability and/or paid parental leave benefits will be paid at 65% of the employee’s base rate of pay plus shift differential plus certification premium, including clinical ladder, if applicable.

J. Holidays: On the observed holidays of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the following will apply:

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

2. If a nurse works on an observed holiday, the nurse will be paid one and one-half times (1 ½ x) the nurse’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, nurses in departments 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 Home Health and Hospice.

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 nurse’s first six (6) months of employment and the nurse 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 nurse.

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. Holiday schedules will be assigned in advance for a 12-month period beginning each January 2 using a system of rotation. Home Health and Hospice will make efforts to rotate holidays so that a nurse will not be required to work the same holiday two (2) consecutive years or more than two (2) holidays in a calendar year, will request input from the nurses in creating the holiday schedule, and will post the holiday schedule.

ARTICLE 4 - EXTENDED ILLNESS TIME

A. The Extended Illness Time (“EIT”) program encompasses time taken in connection with illness, injury, and parental leave.

B. Accrual: Through January 4, 2020, regular nurses will accrue .0270 EIT hours per paid hour, not to exceed 80 paid hours per two-week pay period (approximately seven (7) days of EIT per year with 56 hours’ pay for a full-time nurse). A paid hour under this section is defined the same as a paid hour under the PTO program. Accrual will cease when a nurse has 1,040 hours of unused EIT accrual. Effective with the pay period that begins Sunday, 1/5/2020, no further EIB accruals will occur. All existing EIT accruals for then-current nurses shall be frozen as of that date and shall be placed in an Extended Illness Bank for each respective nurse. Nurses hired on or after January 5, 2020 will not accrue or participate in EIT.

C. Pay: EIT pay will be at the nurse’s straight-time hourly rate of pay, including regularly scheduled shift differentials provided under Appendix A, at the time of use. EIT pay is paid on regular paydays after the EIT is used.
D.1. Use — (Through January 4, 2020): Effective through January 4, 2020, EIT continues to be available as follows:

1. Accrued EIT may first be used in the pay period following six (6) months of employment and then in or after the pay period following the pay period when accrued.

2. EIT will be used for any absence from work due to any of the following:

   (a) The nurse’s admission to a hospital, including a day surgery unit, as an inpatient or outpatient, for one or more days and any necessary absence immediately following hospitalization.

   (b) When a nurse receives outpatient procedures under conscious sedation, spinal block, or general anesthesia in a free-standing surgical center or in a surgical suite at a physician’s office.

   (c) The nurse’s disabling illness after a waiting period of missed work due to such condition which is equal to the shorter of three (3) consecutive scheduled work shifts or 24 consecutive scheduled hours. If, during the term of this Agreement, Home Health and Hospice makes any improvement in the benefit covered by this subparagraph for a majority of Home Health and Hospice’s other employees who are not in a bargaining unit, the improvement will also be provided to bargaining unit employees.

   (d) Partial day absences related to a single illness of the nurse, without an intervening full scheduled shift being worked, after a waiting period of missed work due to such condition which is equal to the shorter of the equivalent of three regularly scheduled work shifts or twenty-four (24) scheduled hours.

   (e) After qualification for use under subsections c or d above and a return to work for less than one (1) scheduled full shift, when the nurse misses work due to recurrence of such condition.

   (f) Approved parental leave under applicable law.

   (g) Approved leaves under OFLA or FMLA, as required by those laws.

3. EIT may be used when the nurse is receiving workers’ compensation pay after the normal workers’ compensation waiting period and is otherwise eligible for EIT use, but such EIT use will be limited to bringing the nurse’s total compensation from workers’ compensation and EIT to two-thirds (2/3) of the nurse’s straight-time pay for the missed hours.
D.2. Use (January 1, 2020 - December 31, 2021): Effective Jan. 1, 2020 and for a period of one (1) year two (2) years (through Dec. 31, 2021), accrued EIT may be used for the following purposes:

1. Top-up short-term disability pay up to 100%.
2. Top-up paid parental leave pay up to 100%.
3. Top-up Workers’ Compensation pay up to 100%.
4. Use to care for a family member when out on an approved FMLA, after a waiting period of missed work that is equal to three (3) days up to a maximum of twenty-four (24) hours.
5. For absences shorter than seven (7) day, EIT can be used as described in D.1. above.
6. For absences longer than seven (7) days, EIT can be used for scheduled shifts missed during the 7-calendar day waiting period for short-term disability benefits (regardless of whether STD is approved or denied).

D.3. Use (January 1, 2022 – December 31, 2022): Between January 1, 2022 and December 31, 2022, accrued EIT may be used for an approved OFLA/FMLA to care for a family member after the twenty-four (24) hour elimination period unless a paid family leave plan is otherwise provided by statute.

F. Change in Status: Through January 4, 2020, upon changing from EIT-benefits eligible to a non-benefits-eligible status, if the nurse has been employed for at least six (6) months, a nurse’s accrued but unused EIT will be placed in an inactive account from which the nurse may not use EIT. Upon return to EIT-eligible status, the inactive account will be activated for use in accordance with this Article. In the event of termination of employment, a nurse’s active and inactive accounts will be terminated and will not be subject to cash out, but such an account will be reinstated if the nurse is rehired within six (6) months of the termination of employment.

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 nurses and at 12:01 a.m. Saturday, or the beginning of the night shift closest thereto, for night shift nurses. When agreed to by the nurse and Home Health and Hospice, a work period of eighty (80) hours in fourteen (14) consecutive days may be adopted in conformity with the Federal Wage and Hour Act.

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 nurse’s own time; and
2. One 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 nurses. The parties further acknowledge that the scheduling of regular rest periods may not be possible due to the nature and circumstances of work in a Home Health and Hospice (including emergent patient care needs, the safety and health of patients, availability of other nurses 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 nurses are involved in creative and flexible approaches to the scheduling of rest periods.

(b) Each unit has the flexibility to develop a process for scheduling nurses 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 unit manager;

ii. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift, nurses may request, subject to management approval, the flexibility to combine rest and meal periods up to a combined 45-minute break (30+15) or two 15-minute breaks (15+15); and

iii. If a nurse is not able to take a 30-minute uninterrupted meal period, the nurse will be paid for such 30 minutes. The nurse must inform his or her supervisor if the nurse anticipates he or she will be or actually is unable to take such 30-minute uninterrupted meal period.

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

C. A nurse and Home Health and Hospice may agree to a work schedule, other than those involving a basic workweek or basic workday. If either the nurse or Home Health and Hospice intends to terminate such schedule agreement, the other will be given as much advance notice as is reasonably possible.

D. Overtime compensation shall be paid at one and one-half (1 1/2) times the nurse’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 nurse’s scheduled starting time, without the nurse’s consent), or

3. Consistent with the requirements of the Federal Wage and Hour 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 nurse 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 nurse 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 nurse works such number of days on the applicable shift.

E. There shall be no pyramiding of time-and-one-half 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 nurse will be expected to obtain proper advance authorization, except when not possible, for work in excess of the nurse’s basic workday or basic workweek. Excess work will be by mutual consent, except that a nurse may be required to remain at work beyond a nurse’s scheduled workday, subject to applicable limitations under state law or administrative rule.

G. **All time spent performing work is to be done on paid time.** All time spent charting and performing work from home is to be done on paid time.

H. Work schedules shall be prepared for monthly periods and will be posted by the 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 nurse(s) and Home Health and Hospice, except as listed below.

1. At the time of initial posting, Home Health and Hospice will strive to schedule nurses to work no more than one weekend every four weeks and, in any event, will not schedule nurses to work more than one weekend every three weeks.

2. After the schedule is posted, a nurse will not be required to work an unscheduled weekend, except in emergencies, on which occasions Appendix A, Section L will apply in accordance with its terms.

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

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

I. Nurses should notify Home Health and Hospice 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 nurse’s shift.

J. Home Health and Hospice will post a schedule indicating the shifts available for intermittently employed per diem nurses by the fifth of the month prior to the scheduled month. Each intermittently employed per diem nurse will submit to the nurse’s supervisor a list the dates that the nurse prefers to work, in order of such preference by the tenth of the month. Home Health and Hospice will then assign shifts and then post the schedule in accordance with this Article 5.

1. The parties acknowledge that Home Health and Hospice cannot always honor the preferences expressed by the intermittently employed per diem nurses and that the nurses retain the obligations to work as outlined in Article 1.

2. When more than one intermittently employed per diem nurse wants to work the same shift, Home Health and Hospice will work to rotate who will be offered such shifts.

K. Nurses 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 perform any nursing work to which they may be assigned or if nursing service determines after consultation with the nurse that (s)he is unqualified for the temporary assignment, then the nurse may elect to take the day off without pay. Except in emergencies, the nurse’s temporary assignment will not be to a unit where the nurse has not been oriented and no nurse familiar with the unit will be available during the assignment. When Home Health and Hospice is unable to utilize such nurse and the reason for lack of work is within the control of Home Health and Hospice, the nurse 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 nurse who was scheduled to work less than four (4) hours on such day shall be paid the nurse’s regularly scheduled number of hours of work for reporting and not working through no fault of the nurse. The provisions of this section shall not apply if the lack of work is not within the control of Home Health and Hospice or if Home Health and Hospice makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2)
hours before the nurse’s scheduled time to work. It shall be the responsibility of the
nurse to notify Home Health and Hospice of the nurse’s current address and telephone
number. Failure to do so shall preclude Home Health and Hospice from the notification
requirements and the payment of the above minimum guarantee. If a nurse is
dismissed and is not notified before the start of the next shift that (s)he would have
otherwise worked, (s)he 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 six (6)four (4)
hours or less. Nurses will not be regularly scheduled to work rotating shifts, except in
emergencies or for the purpose of participation in an educational program. Nurses may
be hired to regularly work variable shifts. Candidates will be informed about the range of
possible start times (not to exceed four (4) six (6) hours) during the hiring process. Any
nurse 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 nurse. Home Health and Hospice may require any nurse 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 nurse shall be required to participate in self-scheduling

M. Alternate Assignments: For purposes of this paragraph L, “alternate assignment”
means one that is substantially distant from the nurse’s normally assigned geographic
area.

1. In the event that Home Health and Hospice determines that a nurse or
nurses needs to be given an alternate assignment due to lack of coverage at
another location, Home Health and Hospice will use the following process:

   (a) Volunteers will first be solicited for the alternate assignment.

   (b) Intermittently employed per diem nurses will then be given the
alternate assignment.

   (c) Those nurses holding “float” positions or not otherwise serving as
case managers will be given the alternate assignment.

   (d) If a nurse or nurses are still needed to fill the alternate assignment,
Home Health and Hospice will assign nurses by a system of rotation,
starting with the least senior nurse.

2. Any nurse who is given an alternate assignment will:

   (a) be given proper orientation to the unit, including a list of the names
and contact phone number for the supervisor, scheduler and team;
(b) be given a patient load that is appropriate, with consideration given to the nurse’s travel time and the type of patients to be cared for (new admissions, etc.);

(c) be given an assignment that is as geographically contiguous as reasonably possible; and

(d) be informed of the anticipated duration of the assignment.

3. Any nurse who feels that an alternate assignment created an undue hardship may raise such concern with the Professional Nursing Care Committee established by Article 14, 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 a nursing assignment that can include at least two (2) of the following: triage, field or referrals.

1. Home Health and Hospice will not schedule nurses to work both in the field and the office in the course of a daily nursing shift, except by mutual consent. If during the course of a nurse’s shift and staffing needs change, it may be necessary to change a nurse’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 nurse’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 nurses work variable assignments on consecutive days. In case of an emergency, if an assignment needs to be changed the nurse will be notified at the beginning of their shift and be given adequate travel time as needed.

3. In order to allow nurses adequate rest between shifts while still allowing them to schedule work on consecutive days, nurses 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.

NO. Daily Reduction in Hours: In the event of nurses not working all or part of one of their scheduled working days at the request of Home Health and Hospice, 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 patient care unit affected. Home Health and Hospice and a regular nurse volunteer may agree that the nurse will take the time off ahead of an intermittently employed per diem nurse on the same shift and unit. For purposes of the preceding sentence, a “same shift and unit” exists where both the volunteer and the intermittently employed per diem nurse on a shift of the same patient care unit have the same starting and ending times for that shift.

2. Intermittently employed per diem nurses on the shift of the patient care
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unit affected will be assigned such time off using a system of rotation.

3. Regular nurses eligible for any time-and-one-half or greater premium for working on the shift of the patient care unit affected will be assigned such time off using a system of rotation.

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

5. The remaining regular nurses on the shift of the patient care 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 nurse whose turn in the rotation it is, or when Home Health and Hospice cannot otherwise provide from among available and qualified nurses for the remaining work required to be done. If the Association 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 Home Health and Hospice. Upon such a request from Association, Home Health and Hospice will meet with an Association committee to review the matter and consider other approaches. Regular nurses 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 nurses will not be assigned to work on the shift of a patient care unit that a nurse is not working as scheduled because of being assigned time off under this section, except when the nurse is not working as a result of volunteering to take the time off.

OP. Caseload: Home Health and Hospice will work collaboratively with nurses when determining appropriate caseloads.

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

Nurses 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 supervisor and/or manager. The supervisor or manager will work collaboratively with the nurse to adjust the nurse’s caseload appropriately.

**ARTICLE 6 - EMPLOYMENT STATUS**

A. Home Health and Hospice shall have the right to suspend, discharge and discipline nurses for proper or just cause. Discipline will be used progressively in the following steps: coaching or counseling; 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 Home Health and
Hospice may bypass one or more of these steps of discipline for causes it deems more serious, in accordance with just cause. Disciplinary action will be conveyed in a private manner.

B. Individual Work Plans. Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work plans will outline job requirements, performance expectations, and objectives. Home Health and Hospice will seek input from the nurse in the development of a plan, but the parties acknowledge that Home Health and Hospice has the right to determine when to implement a plan and to decide on the terms set forth in the development of the work plan. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

C. Home Health and Hospice shall have the right to hire, promote and transfer nurses, except as expressly limited by the Agreement.

D. A nurse employed by Home Health and Hospice shall be considered probationary during the first 180 calendar days of employment. If a nurse is terminated by Home Health and Hospice during the probationary period, but after 120 calendar days of employment, and the nurse has not been given a written evaluation after 60 calendar days of employment and before completion of 120 calendar days of employment, then Home Health and Hospice shall give the nurse no less than three (3) weeks’ notice of termination of employment or pay in lieu thereof for any part of the three-week period for which such notice was not given, unless the termination is for violation of professional nursing ethics as defined by the Oregon State Board of Nursing, for purposes of this paragraph D, only. The preceding notice provision, when applicable, is in place of the notice provisions in E below.

E. Nurses shall give Home Health and Hospice not less than two (2) weeks’ notice of intended resignation.

F. Home Health and Hospice shall give nurses no less than two (2) weeks’ notice of termination of employment. If less notice is given, then Home Health and Hospice 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 nurses who are discharged for violation of professional nursing ethics.

G. A nurse who feels (s)he has been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under Article 12, Grievance Procedure, except as limited in paragraph A therein. A nurse will also be permitted to submit to his/her personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.

H. A nurse shall, if (s)he so requests, be granted an interview upon the termination of the nurse’s employment.
I. A nurse who is scheduled to work shall not be assigned to other than that nurse’s scheduled working assignment because of the use of unscheduled nurses. The preceding sentence shall not apply if it would result in a nurse in the latter category being assigned to work for which such nurse is not qualified; however, when such nurse(s) is needed, Home Health and Hospice shall make a reasonable effort to obtain a nurse who is qualified.

J. A nurse who is absent from work for three (3) consecutive working days without notice to Home Health and Hospice is subject to discipline, suspension or discharge.

K. Restrooms shall be provided by Home Health and Hospice.

ARTICLE 7 - LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted to regular nurses, who have been continuously employed for at least six (6) months, at the option of Home Health and Hospice for good cause shown when applied for in writing in advance, except that no leaves of absence other than for health (including maternity) 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 nurse 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. Family Medical Leave and Oregon Family Leave: Parental, and family medical, and workers’ compensation leaves of absence will be granted in accordance with applicable law. Home Health and Hospice will permit a nurse who is approved for a leave under the Oregon Family Leave Act (“OFLA”) to use accrued EIT to care for him/herself or qualifying family members, as outlined in the provisions of OFLA.

C. Regardless of eligibility for leave under FMLA or OFLA, nurses who have completed the first six months of employment are eligible for up to six months of leave to care for their own serious health condition. This leave will be available on an intermittent basis, as long as nurse also qualifies under FMLA or OFLA; if the nurse does not qualify under FMLA or OFLA, such leave will not be available on an intermittent basis. Time taken under FMLA or OFLA will count toward the six-month maximum. Benefits continue as required under FMLA, or as long as the nurse is using PTO or EIT. Nurses are not guaranteed reinstatement while on non-FMLA or OFLA medical leave to the same position except (a) as required by law or (b) as stated in Sections I and J 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. A leave of absence granted for annual military training duty, not to exceed two (2) weeks, shall not be charged as vacation time unless requested by the nurse.

E. A nurse 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 nurse’s anniversary date for purposes of wage increases and vacation accrual rates shall not be changed because of being on a leave for 30 days or less.

F. A nurse who continues to be absent following the expiration of a written leave of absence, or emergency extension thereof granted by Home Health and Hospice, is may be subject to discipline, suspension or discharge.

G. Bereavement Leave: A regular nurse who has a death in the nurse’s family will be granted time off with pay as follows: up to three (3) days will be paid when the days that the nurse needs to be absent fall on the nurse’s regular workdays to attend a funeral or memorial service of a member of the nurse's immediate family (provided that the leave is taken within a reasonable time of the family member’s death). A member of the nurse’s immediate family for this purpose is defined as the parent, grandparent, mother-in-law, father-in-law, spouse, child (including foster child), grandchild, sister, or brother of the nurse; parent, child, or sibling of the nurse’s spouse; spouse of the nurse’s child; or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships (including legal guardianships).

H. Jury Duty: A nurse who is required to perform jury duty will, if (s)he requests, 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 nurse who is required to perform jury duty will be paid the difference between the nurse’s regular straight-time pay for the scheduled workdays (s)he missed and the jury pay received, provided that (s)he has made arrangements with the nurse’s supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. A nurse must report for work if the nurse’s jury service ends on any day in time to permit at least four (4) hours’ work in the balance of the nurse’s normal workday.

I. Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against Home Health and Hospice, involving their duties at Home Health and Hospice, 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 nurse notifies Home Health and Hospice 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 nurse makes the request immediately upon receipt of the subpoena.

J. Return from leave in 60 days or less: Upon completion of a leave of absence of 60 days (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 nurse will be reinstated in the nurse’s former job (including position, unit, shift and schedule).
K. Return from leave of 61 days or longer: Upon completion of a leave of absence of over 60 days (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 nurse will be offered reinstatement to the nurse’s former job (including position, unit, shift and schedule), if such job has not been filled. If such job has been filled, the nurse will be given preference for a vacancy for which the nurse applies in the same or a lower position on the nurse’s former shift which the nurse is qualified to fill and, if the former job thereafter becomes available within 150 days of commencement of such leave (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 nurse’s former job (including position, unit, shift and schedule). The layoff provisions of Article 16 of this Agreement are not applicable to a nurse who is eligible for reinstatement, but has not yet been reinstated, under the preceding two sentences; except for purposes of the recall provision. Under the recall provision, such a nurse’s position for recall from among the nurses eligible for recall will be determined as if the nurse was laid off in accordance with his/her seniority.

(Leaves of absence for educational purposes are also referred to in the Professional Development article of this Agreement.)

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 Home Health and Hospice without cost to the nurse.

B. In the event of an exposure, Home Health and Hospice will provide any exposure specific testing as defined by the Center for Disease Control (CDC) annual complete blood count and sedimentation rate determination, basic metabolic panel, and urinalysis at no cost to the nurse. A nurse, upon request, will be furnished a copy of all results of the aforementioned tests.

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

D. Each actively working regular nurse will participate in the benefit program offered to a majority of Home Health and Hospice’s other employees, in accordance with their terms and Appendix C. From the Providence benefits program, the nurse will select: (1) a medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan), and effective January 1, 2020, the Exclusive Provider Organization (EPO) Plan will be added as a third plan option; (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, and (9) short term disability; and (10) vision coverage. Home Health and Hospice will offer all such benefits directly or through insurance carriers selected by Home Health and Hospice.
Nurses who transfer from other Providence employers within Oregon to benefit-eligible positions at Home Health and Hospice will retain their current medical benefits, including any benefit selections for the year and any account balances.

E. Providence will provide a short-term disability and paid parental leave benefit effective with the pay period beginning Sunday, Jan. 5, 2020. Short-term disability and paid parental leave will be paid at 65% of the employee’s base rate of pay plus shift differential plus certification premium, including clinical ladder, if applicable.

F. For the term of this collective bargaining agreement, the Medical Center 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 the Medical Center for either the HRA or the HSA AS); (b) the percentage of employee medical 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.

G. For the term of the collective bargaining agreement the Medical Center will not charge or create any significant or material newly contemplated never before charged fee for the medical, dental and visions insurance plans.

ARTICLE 9 – PENSIONS

A. Nurses will participate in Home Health and Hospice’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 Service Plan;
3. the Value Plan (403(b)); and
4. the 457(b) plan.

C. Home Health and Hospice 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. Home Health and Hospice 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 nurses under B above shall correspond with the terms of coverage applicable to a majority of Home Health and Hospice’s employees.
ARTICLE 10 - ASSOCIATION BUSINESS

A. Duly authorized representatives of Association shall be permitted at all reasonable times to enter Home Health and Hospice at Cedar Hills, Mall 205, Home Services Halsey building, and Providence Home Health Yamhill Branch for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that Association’s representative shall comply with Home Health and Hospice’s security and identification procedures. Transaction of any business shall be conducted in an appropriate location subject to general Home Health and Hospice and clinic 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. Home Health and Hospice will provide Association with designated bulletin board space of approximately two (2) feet by three (3) feet at Home Health and Hospice’s office locations for bargaining unit nurses, which will be the exclusive places for the posting of Association-related notices. Such postings shall be limited to notices that relate to contract negotiation and administration matters.

C. Information. Home Health and Hospice will supply the bargaining unit chair and Association monthly, by electronic means, a list of all bargaining unit nurses 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 intermittently employed per diem), and the assigned shifts and unit, title, FTE, and date of hire or adjusted date of hire of each nurse. Home Health and Hospice will also supply each month a list showing the names and addresses of all nurses who terminated during the preceding month including transfers from the bargaining the unit. The Association may request additional information relevant to this Agreement and its application, as needed, in accordance with the National Labor Relations Act.

D. Nurses who serve as delegates, cabinet members, or board members, of the Association or its parent (ANA) will be granted time off, up to a total of 50 hours for all such nurses, to attend to official union business, as outlined below.

1. Nurses must submit such a request for time off as soon as possible but no later than the schedule cutoff date.

2. Nurses who submit requests pursuant to this paragraph C will be permitted to either

   (a) Use accrued but unused PTO in the nurse’s account; or

   (b) Access a bank of 50 hours per calendar year, if the nurse’s accrued PTO account is then at 80 hours or less. Nurses who access this bank of unpaid hours will be permitted to take time off without loss of benefits.

3. If more than 3 nurses on the same unit and shift request time off pursuant
to this paragraph C for the same or overlapping periods of time, Home Health and Hospice will determine whether all of the nurses’ requests may be granted, consistent with patient care needs, and, if such requests cannot be granted, Home Health and Hospice will meet with the Association to determine which of the nurses’ requests will be granted.

**ARTICLE 11 - NO STRIKE**

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

B. Home Health and Hospice and Association further agree that there shall be no sympathy strikes by nurses or Association during the term of this Agreement. If, however, an individual nurse in good conscience does not want to cross a lawful primary picket line, the nurse may request absent time without pay or benefits. Such request will be considered by Home Health and Hospice, 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 nurse to engage in sympathy picketing on the nurse’s own time, in support of the lawful primary picket line, if such picketing does not interfere with the nurse’s assigned hours of work.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

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

   *Step 1* — If a nurse has a grievance, (s)he may present it in writing (containing, to the best of the nurse’s understanding, the facts and Agreement provisions involved) to the nurse’s immediate supervisor within twenty-one (21) days after the date when (s)he had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance. 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 nurse who was actually involved in the occurrence may present a grievance, unless (a) another nurse presents the grievance because the former nurse is mentally or physically incapable of doing so or (b) any nurse who is an officer of the bargaining unit presents a group grievance where the occurrence actually involved two or more nurses. The immediate supervisor’s reply is due within ten (10) days of such presentation. The Association may choose to present such a group grievance at Step 1 if the
affected nurses have the same immediate supervisor. Otherwise, the grievance will be presented at Step 2.

**Step 2** — If the grievance is not resolved to the nurse’s satisfaction at Step 1, the nurse may present the grievance in writing to the manager responsible for the nurse’s department, or designee, within twenty-eight (28) days, or twenty-one (21) days for grievances concerning discharge or discipline, after the date when (s)he had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance, whether or not (s)he has received the immediate supervisor’s reply by that time. If the grievance has been presented to Step 2 in accordance with this Article, the written response is due within ten (10) days of such presentation.

**Step 3** — If the grievance is not resolved to the nurse’s satisfaction at Step 2, (s)he may present the grievance in writing to the Director within ten (10) days after receipt of the response in Step 2 or, if this response is not received within that period, within ten (10) days after the expiration of time allocated in Step 2 for the response. The Director’s or designee’s written response to the grievant and the Association is due within ten (10) days after a meeting between such Home Health and Hospice representative and the grievant and the grievant’s representative, if any. If no meeting is held, such written response is due within ten (10) days after presentation of the grievance in accordance with this Article to the Director or designee.

**Step 4** — If the grievance is not resolved to the nurse’s satisfaction at Step 3, (s)he may present the grievance in writing to the Administrator or designee within ten (10) days after receipt of the response in Step 3 or, if this response is not received within that period, within ten (10) days after the expiration of time allocated in Step 3 for the response. The Administrator’s or designee’s written response to the grievant and the Association is due within ten (10) days after a meeting between such Home Health and Hospice representative and the grievant and the grievant’s representative, if any. If no meeting is held, such written response is due within ten (10) days after presentation of the grievance in accordance with this Article to the Administrator or designee.

**Step 5** — If the grievance is not resolved to the nurse’s satisfaction at Step 4, Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, Association must notify the Administrator in writing of such submission not later than ten (10) days after receipt of the Administrator’s Step 4 response or, if such response has not been received, within twenty (20) days after proper presentation of the grievance to Step 4.

B. It is the intent of the parties that meeting(s) will be held at Steps 1, and/or 2 and/or 3 and/or 4 among the grievant and representatives of Association and Home Health and Hospice, if requested by grievant, Association or Home Health and Hospice. 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 Home Health
and Hospice or Association, 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 parties are unable to mutually agree upon an arbitrator at Step 5, 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.

E. 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.

F. 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 Association or Home Health and Hospice not expressly agreed to in this Agreement.

G. The fee and expenses of the arbitrator shall be shared equally by Association and Home Health and Hospice, except that each party shall bear the expenses of its own representation and witnesses.

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

ARTICLE 13 - PROFESSIONAL DEVELOPMENT

A. In order to promote professional development, Home Health and Hospice shall provide counseling and evaluations of the work performance of each nurse covered by this Agreement not less than once per year. The evaluation process may include goal setting, nursing competency (as reviewed by a licensed registered nurse supervisor), the nurse’s self-assessment, and the nurse’s direct supervisor’s written assessment. Departmental goals will not impact a nurse’s eligibility to advance on the clinical ladder. A copy of any final, written assessment will be provided to the nurse.

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

C. Home Health and Hospice further agrees to discuss in advance any changes in the present Home Health and Hospice orientation program with the president of the bargaining unit.

D. Home Health and Hospice endorses the concept of professional improvement through continuing professional education. Home Health and Hospice 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 Home Health and Hospice. Paid educational leaves of absence will be granted consistent with prudent Home Health and Hospice management. Home Health and Hospice will attempt to offer educational leave opportunities to as broad a spectrum of its nurses as practicable under existing circumstances.

E. During each calendar year, Home Health and Hospice will provide paid educational leave as follows:

1. Eight (8) hours of paid educational leave for use by each full-time nurse, each part-time nurse, and each intermittently employed per diem nurse who worked at least 700 hours in the preceding calendar year, to attend educational programs on or off Home Health and Hospice premises which are related to clinical nursing matters where attendance would be of benefit to both Home Health and Hospice and the nurse. Use of this paid leave will not negatively impact nurses’ productivity goals.

2. Effective January 1, 2010, up to 800 hours of paid educational leave, to be allocated quarterly (200 hours per quarter), for use by full-time and part-time nurses as a group to attend educational programs on or off Home Health and Hospice premises which are related to clinical nursing matters where attendance would be of benefit to both the Home Health and Hospice and the nurse.

   (a.) The first year’s educational leave shall be available for use in the calendar year in which the nurse reaches his/her first anniversary date of employment as a nurse, 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 Home Health and Hospice. Requests for educational leave and Home Health and Hospice’s response will be in writing on Home Health and Hospice’s form(s). If a request for educational leave is not approved, the nurse may ask the Professional Nursing Care Committee to review the request. The PNCC will review the request and forward its recommendation and
explanation to the executive director in charge of the nurse’s unit. The executive director’s decision will be final and binding on all concerned.

(c.) Educational leave not used by nurses 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 Home Health and Hospice, 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 nurse will, upon request by Home Health and Hospice, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.

F. Nurses shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual nursing 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 nursing evaluation the nurse may bring this difficulty to the attention of his or her supervisor or manager. The nurse 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 nurse to complete the education or evaluation.

ARTICLE 14 - PROFESSIONAL NURSING CARE COMMITTEE

A. A Professional Nursing Care Committee will be established at Home Health and Hospice. Its objectives include providing input to Home Health and Hospice regarding professional issues related to nursing practice, the improvement of patient care, productivity and staffing issues.

B. Composition: The nurses in the bargaining unit shall elect from its membership not to exceed six (6) members of the unit (at least two from each department) who shall constitute the Professional Nursing Care Committee.

C. Committee Meetings: This Committee shall meet twice each quarter, in months that Nursing Tasking Force does not meet, and at such times so as not to conflict with the routine duty requirements. Each Committee member shall be entitled to up to two (2) paid hours per month at the nurse’s regular straight-time rate, not including shift differential, for the purpose of attending Committee meetings. Provided, that during the first twelve (12) months following ratification of this Agreement, each Committee member shall be entitled to three paid (3) hours per month (or a maximum total of 144 hours per year for all Committee members).

Committee members are responsible for requesting time for committee meetings prior to the schedule being posted, and for timely recording and reporting such time to management in accordance with Home Health and Hospice policy.
D. The Committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be provided to Home Health and Hospice’s designated nurse executives within five (5) days after each meeting.

E. The Committee shall consider matters which are not proper subjects to be processed through the grievance procedure, including the improvements of patient care and nursing practice.

F. The Committee will recommend measures objectively to improve patient care and Home Health and Hospice will duly consider such recommendations and will provide a written response within fourteen (14) days of receipt of the recommendation. The Committee may invite Home Health and Hospice nurse executives and a member of Human Resources to a meeting in order to share the Committee’s recommendations. The Committee’s recommendations pertaining to productivity and staffing will be reviewed by the Task Force as described in Article 21.

G. Home Health and Hospice and the Association will make available to nurses a mutually agreeable form for reporting to Home Health and Hospice specific staffing concerns. Nurses will leave completed forms in a designated place in the Nursing Department staffing office. A copy of such reports received by Home Health and Hospice will be provided to the Association, a Committee member designated by Association, and the appropriate unit supervisor.

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 nurse who resigns his or her position in the bargaining unit, and is rehired within twelve (12) months of his or her 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 home health or hospice nurse by Providence Home Services in the Portland and Yamhill service areas, including of a type covered by this Agreement (“covered employment”) for nurses 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 (PN) through December 31, 2006, seniority shall mean the length of continuous employment as a nurse by Providence Health System beginning with the nurses employment by PPMC,
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 nurse's time worked outside of the bargaining unit.

C. Bidding on Shifts and Assignments. All other things being equal, qualified senior nurses will be given first opportunity for both assignment and shift preference within their areas of experience and qualifications. A qualified nurse who has worked at least one (1) year continuously in a unit as of the time when the nurse applies for a vacancy on another shift or assignment within that unit will be deemed to have seniority for this purpose equal to his/her seniority as defined in B above, plus the length of service in the 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 Home Health and Hospice intends to fill a general duty vacancy or promotional position within the bargaining unit, it will post the vacancy electronically and on Association bulletin boards 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, shift and FTE. A nurse who desires to fill such vacancy may apply in writing and, if the nurse applies during such seven (7) day period, shall be eligible for the opportunity under C above. A nurse 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 Home Health and Hospice who are qualified for the job and make timely application for the opening. Discipline 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 Home Health and Hospice and a regularly scheduled nurse mutually agree, not more than once per calendar year, to increase or decrease the nurse’s scheduled hours per week by no more than one (1) shift. If two or more nurses on the same shift of a patient care unit are willing to enter into an agreement under the preceding sentence, the most senior such nurse will be given preference, provided the nurse is qualified and the extra hours, if any, will not result in scheduled overtime hours.
E. Home Health and Hospice will post a seniority list, sorted by unit, on Home Health and Hospice's nursing intranet site. The seniority list will include the name of each nurse and the nurse'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 nurse’s position or an involuntary reduction of a regular nurse’s scheduled hours or shifts.

B. For purposes of this article, “qualified” means that the nurse is able to be precepted on site at Home Health and Hospice up to six weeks of assuming the new role or position.

If Home Health and Hospice determines that a reduction in force as defined in Section A of this article is necessary, a minimum of 45 days’ notice will be given to the Association detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. Home Health and Hospice will provide the Association with a list of open RN positions at Home Health and Hospice and, at the request of the Association, at any other Providence facilities within Oregon. An “open position” is any position for which the facility is still accepting applications.

D. Upon notice to the Association, representatives of Home Health and Hospice and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs (including requests for voluntary layoff), reduction of the scheduling of intermittently employed per diem nurses, conversion from regular nurse status to an intermittently employed per diem nurse and FTE reductions (full-time nurses going to part-time status). Home Health and Hospice will consider the options suggested by the Association, but will not be required to implement the suggested options.

E. If after meeting with the Association, Home Health and Hospice determines that a reduction in force is still needed the nurse or nurses on the unit or units to be impacted will be given a minimum of 30 days’ notice. If there are any posted RN positions within Home Health and Hospice at the time of a reduction in force, Home Health and Hospice will wait to fill such positions with an external applicant until it has become clear which nurses will be impacted by the reduction in force (either laid off or displaced into another position), and those nurses have had an opportunity to apply for those positions. Home Health and Hospice may immediately post and fill nursing positions if either (1) it is apparent that the nurses likely to be impacted by the reduction in force are not qualified for the open position or (2) Home Health and Hospice has an urgent need to fill the position for patient care reasons. Home Health and Hospice will inform other employers within Providence-Oregon of the existence of the reduction in force, and request that they consider hiring the impacted nurses, if any, for any open positions.

F. Upon notification to the impacted nurse or nurses on the unit or units Home Health and Hospice will displace the nurses in the following manner. Where more than
one nurse is to be impacted in a unit or units, the impacted nurses will progress through each step of the process as a group so that the nurse or nurses with the most seniority will have the first choice of displacement options and progress in a manner so that the nurse or nurses with the least seniority will have the least options.

1. The nurse or the nurses with the least seniority as defined in Article 15 among the nurses in the shift or shifts of the patient care unit or units where such action occurs, will be displaced from his/her position provided that the nurse or nurses who remain are qualified to perform the work. The displaced nurse or nurses whose position is taken away will become the displaced nurse or nurses for the purposes of the following subsections and will then have the following options:

2. Any initially displaced nurse may choose to fill a vacant position in the bargaining unit if he or she is qualified for that position.

3. Any initially displaced nurse may, within seven (7) calendar days of his or her 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 nurse 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 nurse. In order to receive severance payments, the nurse will be required to sign Home Health and Hospice’s standard severance agreement that includes a release of all claims (including the right to file any grievance relating to the nurse’s selection for layoff). Any nurse who chooses severance (including a nurse who chooses severance and then refuses to sign the severance agreement) forfeits any further rights under this Article. Severance is not available to nurses who become displaced due to the application of the “bumping rights” described below.

4. If he or she does not accept severance, the displaced nurse or nurses will take the position of the least senior regular nurse in their same patient care unit or units, regardless of shift, provided he or she is qualified to perform the work of that position (the nurse or nurses whose position is thus taken will become the displaced nurse or nurses for the purposes of the following subsections); or

5. The displaced nurse or nurses will take the position of the least senior regular nurse or nurses in the bargaining unit, provided he or she is qualified to perform the work of the position. For this sub-section only a nurse is qualified to perform the work of a position if he or she has held a regular position performing the duties of that position at Home Health and Hospice within the two years immediately prior to the date Home Health and Hospice provided notice to the Association of the need for a reduction in force. (The nurse or nurses whose position is thus taken will become the displaced nurse for purposes of the following subsection); or,
6. The displaced nurse will be laid off.

G. In the event Home Health and Hospice undergoes a layoff and a position exists in a unit affected by the layoff that requires special skills and/or competencies which cannot be performed by other more senior nurses in that unit, Home Health and Hospice will notify the Association 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 nurses will be considered. Special skills and competencies will not include a specific academic degree, non-mandatory national certifications, disciplinary actions or work plans.

H. Recall from a layoff will be in order of seniority, provided the nurse or nurses laid off is/are qualified to perform the work of the recall position. A displaced nurse under any of the preceding sections or subsections of this article, including recalled nurses under the previous sentence, will be given preference for vacancies in the same 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 nurse to provide Home Health and Hospice with any changes in address, telephone number or other contact information. If the displaced nurse fails to provide Home Health and Hospice with such changes and Home Health and Hospice is unable to contact him or her with available contact information, he or she forfeits any recall rights.

I. Workforce Reorganization. A workforce reorganization shall include staffing changes resulting from a merger or consolidation of two or more 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, Home Health & Hospice will provide the Association a detailed tentative reorganization plan at least forty-five (45) days in advance of the scheduled implementation date. Home Health and Hospice shall, upon demand by the Association, bargain the impact of the workforce reorganization. In the event a 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 Home Health and Hospice 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. Home Health and Hospice 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 Home Health and Hospice 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 31, 2022, 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 31, 2022, or any January 1 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 31, 2022, or any January 1 thereafter that this Agreement is in effect.

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

ARTICLE 20 - NURSING CARE DELIVERY

A. Home Health and Hospice, the Association and the nurses recognizes the legal and ethical obligations inherent in the nurse/patient relationship and the accountability and authority of the nurse in his or her individual practice.

B. It is the goal of Home Health and Hospice that no nurse 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. Home Health and Hospice and the Association 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 nursing practice, arising during the term of the current agreement.

B. The Association shall appoint three (3) members to the task force, at least two (2) of whom shall be employed by Home Health and Hospice. Home Health and Hospice shall also appoint three (3) members to the task force.
C. The task force will set a schedule of regular meetings of every other month (unless both parties mutually agree to meet more frequently on paid time) or as otherwise agreed to between Home Health and Hospice and the Association. Employed nurse members will be paid up to one (1) hour for attendance at task force meetings, except that if both parties agree the meeting needs to continue longer than one hour then nurse members will be paid for the extended meeting time. The meeting locations will alternate between the business units.

D. Failure of the task force to agree on a matter will not be grievable.

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 seven (7) ten (10) days. Each co-chair will alternate chairing the meeting. The minutes and information furnished by Home Health and Hospice to the Association 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 Home Health and Hospice executive members of ONA, and may be disclosed to other persons only by mutual agreement of Home Health and Hospice and the Association.

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.

IN WITNESS WHEREOF Home Health and Hospice and Association have executed this Agreement as of June 6, 2017, on which date it shall be effective except as specifically provided for otherwise in this Agreement:

OREGON NURSES ASSOCIATION PROVIDENCE HOME HEALTH & HOSPICE

APPENDIX A

A. The following are the step rates of pay of all nurses employed under the terms of this Agreement, and will be effective the first full pay period that includes the date listed:

Effective upon the pay period including 1/1/2017: 2.75% across the board increase.

Effective upon the pay period including 1/1/2018: 2.50% across the board increase.

Effective upon the pay period including 1/1/2019: 2.50% across the board increase.

Effective upon the pay period including 1/1/2020: 2.50% across the board increase.

Effective upon the pay period including 1/1/2021: 2.50% across the board increase.

Effective upon the pay period including 1/1/2022: 2.50% across the board increase.

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<td>57.43</td>
<td>58.54</td>
</tr>
<tr>
<td>22</td>
<td>51.94</td>
<td>53.24</td>
<td>54.30</td>
<td>55.42</td>
<td>56.54</td>
<td>57.65</td>
<td>58.77</td>
</tr>
<tr>
<td>23</td>
<td>52.07</td>
<td>53.37</td>
<td>54.44</td>
<td>55.54</td>
<td>56.66</td>
<td>57.77</td>
<td>58.89</td>
</tr>
<tr>
<td>24</td>
<td>52.37</td>
<td>53.68</td>
<td>54.75</td>
<td>55.86</td>
<td>57.00</td>
<td>58.13</td>
<td>59.25</td>
</tr>
<tr>
<td>25</td>
<td>52.37</td>
<td>53.68</td>
<td>54.75</td>
<td>55.86</td>
<td>57.00</td>
<td>58.13</td>
<td>59.25</td>
</tr>
</tbody>
</table>

B. Nurses’ compensation shall be computed on the basis of hours worked.

C. Effective on the later of the date specified in A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement, nurses who have been continuously employed by Home Health and Hospice or another Providence Health & Services employer as a registered nurse for at least thirty (30) years will be paid a one-time lump-sum bonus, as follows, on the pay period following completion of the 30th year:

Full-Time nurses (as of the paydate): $1,800
Part-Time nurses (as of the paydate): $1,200

Nurses who have been continuously employed as a registered nurse by Home Health and Hospice or another Providence Health & Services employer for at least thirty (30) years, and who completed their 30th year prior to the ratification date of this contract and have not previously received a 30th year bonus, will be paid the one-time lump-sum bonus referenced in the first full pay period after providing notice to the employer of eligibility for the bonus. Nurses must provide notice within 90 (ninety) days after ratification of this agreement to be eligible for this bonus.

D. Charge Nurses shall be paid for hours worked in such position a differential of three dollars and fifty cents ($3.50) per hour in addition to their applicable hourly rate of pay. The Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

E. Shift differentials:

1. Nurses are scheduled for shifts according to the following:

<table>
<thead>
<tr>
<th>Shift</th>
<th>Majority of scheduled hours are between:</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. Nurses scheduled for evening and night shifts shall be paid, in addition to their applicable rates shown above, the following shift differentials:

Evening shift: Effective on the later of the date specified in A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement: $3.10 per hour. Night shift: Effective on the later of the date specified in A.1 above or the initial date of the first full pay period beginning after ratification of this Agreement: $5.90 per hour.

3. A nurse who works daily overtime shall be paid shift differential, if any, for such overtime hours, according to the nurse’s scheduled shift for that workday. However, if a nurse 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 nurse’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.

F. Credit for prior experience: A newly hired nurse may be hired at any Step, but not less than the Step number that corresponds with the number of years of the nurse’s completed related experience as outlined in the chart below. For purposes of this paragraph, related experience means employment as a nurse of an accredited acute
care hospital(s) and/or home health or hospice, or any other relevant experience, during the immediately preceding five (5) years. A year of experience under this section is any year in which the nurse performed twelve hundred (1,200) hours of the related work. Home Health and Hospice may, in its discretion, place a newly hired experienced nurse at a higher step rate of pay.

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>Less than 1 year of completed, related experience</td>
</tr>
<tr>
<td>Step 2</td>
<td>1 year of completed, related experience</td>
</tr>
<tr>
<td>Step 3</td>
<td>2 years of completed, related experience</td>
</tr>
<tr>
<td>Step 4</td>
<td>3 years of completed, related experience</td>
</tr>
<tr>
<td>Step 5</td>
<td>4 years of completed, related experience</td>
</tr>
<tr>
<td>Step 6</td>
<td>5 years of completed, related experience</td>
</tr>
</tbody>
</table>

G. An intermittently employed per diem nurse, and a nurse who is regularly scheduled for less than twenty-four (24) hours work per week will be paid a differential of four dollars ($4.00) per hour in lieu of receiving PTO, EIT, and insurance benefits. An intermittent per diem nurse who has been continuously employed in a position in the bargaining unit for thirty (30) years or more will be paid a differential of six dollars ($6.00) per hour in lieu of receiving PTO, EIT, and insurance benefits.

H. Standby/On-call -- A nurse in the Home Health Program who is scheduled to be on standby on-call for telephone triage services and/or home visits shall be paid $3.75 per hour on-call. Documented time spent on telephone services during an on-call shift shall be paid at time-and-one-half the nurse's straight-time rate of pay as shown in Appendix A; if the nurse 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 nurse is called to make one or more home visits during an on-call shift, the nurse shall be paid a minimum of three (3) hours at time-and-one-half the nurse's straight-time rate of pay as shown in Appendix A for working during the on-call shift.

I. A nurse 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 if such assignment lasts for a period of four (4) hours or more.

J. Merit Raises -- The Association 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 nurse's performance over and above the prescribed conditions called for in this Agreement.

K. A nurse will ordinarily progress to the next year's step rate of pay under A above (for example, Step 2 to Step 3) on the later of (1) the anniversary of the nurse's last such step placement or (2) upon completion of 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 nurse’s last step placement, of more than 30 days.

L. Weekend differential:

1. Effective upon ratification of this Agreement, a regular nurse will be paid a weekend differential of $10.00 per hour worked on a weekend shift which is part of a schedule under which the nurse has agreed to work at least 16 weekend shift hours every weekend and is doing so at Home Health and Hospice’s request. If not requested by Home Health and Hospice, a nurse may waive this differential in writing using a form agreed to by the Association and Home Health & Hospice.

2. An intermittently employed per diem nurse will be paid a weekend differential of $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 nurse may waive this differential by requesting in writing to be scheduled at least 8 weekend shifts in that schedule.

3. A weekend shift is defined as a shift whose scheduled beginning time is within a 48-hour period commencing at 12:01 a.m. Saturday, or for night shift employees, the beginning of the night shift closest thereto.

4. For hours worked on a weekend shift when the nurse is not eligible for the weekend differential specified in either 1 or 2 above and is not eligible for time and one-half or greater pay under any provision of this Agreement, the nurse will be paid a weekend differential of $1.25 per hour worked.

5. No weekend differential will be paid for any unworked hours or for any hours to which the incentive shift differential applies under N below.

6. Nurses who work the different weekend shift start time as defined in Article 5.I. are eligible for an additional “staggered shift differential” of $4.00 per hour, for hours worked on the shift with the different weekend shift start time.

M. Extra shifts and Incentive Shifts:

1. A regular nurse will be paid an incentive shift differential of $18.00 per hour ($19.00 per hour on weekend shifts) for all hours worked per pay period in excess of the number of the nurse’s regularly scheduled hours (including regularly scheduled weekend hours) for the pay period when such excess hours result from the nurse’s working an extra shift designated in advance as an incentive shift by Home Health and Hospice. 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 N, and regularly scheduled hours not worked because Home Health and Hospice 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. An intermittently-employed per diem nurse will be paid an incentive shift differential, in the applicable amount specified in the preceding paragraph, for all hours worked in excess of 48 in the pay period when such excess hours result from the nurse’s working extra shift(s), designated in advance as an incentive shift by Home Health and Hospice. For the purposes of the preceding sentence, hours actually worked, hours not worked because of the application of Article 5, Hours of Work, Section N, and hours not worked because Home Health and Hospice 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 or intermittently-employed per diem nurse notifies the person responsible for staffing her/his patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order: (a) regular nurses, in order of their seniority, who would not become eligible for payment of overtime rates in connection with working the extra shift; (b) intermittently-employed per diem nurses, in order of their seniority, if the nurse’s total hours worked are expected to be 48 or fewer hours in the pay period; (c) regular nurses, in order of their seniority; and (d) intermittently-employed per diem nurses, in order of their seniority, if the nurse’s total hours worked are expected to be in excess of 48 hours in the pay period.

4. If, on and after the cutoff date for schedule requests, a regular or intermittently-employed per diem nurse notifies the person responsible for staffing her/his patient care unit that the nurse will be available to work a particular shift(s) as an extra shift(s), the nurse(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 or more nurses give such notification on the same date and at least 36 hours before the shift’s starting time, the nurse(s) will be given preference for assignment to work the shift(s) if it is open, in the following order: (a) regular nurses, in order of their seniority; and (b) intermittently-employed per diem nurses, 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 nurse requests for extra shift work will be granted.

6. A nurse 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 nurse's FTE status is reduced or a regular nurse changes to intermittently employed per diem status, the incentive shift differential will be payable to the nurse only for incentive shifts worked after the completion of 26 full pay periods following the nurse’s FTE reduction or change in status.

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

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

N. Preceptor differential. A nurse assigned as a preceptor will be paid a differential of three dollars ($3.00 - 3.55) per hour worked as a preceptor. A preceptor is a nurse who is designated by his/her nurse manager to assess the learning needs of a nurse, plan the nurse's learning program, implement the program, provide direct guidance and supervision to the nurse during the program, and, in conjunction with the nurse manager and/or designee, evaluate the nurse's progress during the program. This differential will be paid to nurses who perform all of these duties for a student nurse who is part of a program specifically designed without a faculty member from the program present in Home Health and Hospice. This differential will not be paid for any unworked hours or for any hours when the nurse is not working as a preceptor. In assigning nurses to precept other nurses, nurse managers will give preference to those nurses who have successfully completed a preceptor training course provided approved by Home Health and Hospice.

O. Use of personal vehicle: Nurses 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.

P. Parking: Nurses 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 nurse and are not reimbursable. Home Health and Hospice will announce the Parking Committee meetings with dates, times and locations at least two weeks in advance, and allow open attendance by bargaining unit nurses. All suggestions made to the Parking Committee will receive a written or verbal response within 30 days.

APPENDIX B -- CERTIFICATION AND CLINICAL LADDER

A. Certification differential: A nurse who meets the requirements of this section shall receive a two dollars and fifty cents ($2.50 - 2.55) per hour certification differential.

1. The nurse must have a current nationally recognized certification on file with Home Health and Hospice for the area where the nurse works a significant number of hours. The certification differential will be paid beginning with the first full pay period following the nurse’s submission of the certification, and will not be paid retroactively, unless the employer unreasonably delays processing the certification. If the nurse allows his or her 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 nurse submits proof to Home
Health and Hospice of certification renewal before that date. If the proof is submitted to Home Health and Hospice after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

2. A nurse will be deemed to have worked a significant number of hours in the area if at least one-half of the nurse’s hours worked are in that area. Home Health and Hospice 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 certification and one certification differential will be recognized at a time for the purposes of this section.

4. On the recommendation of the PNCC or otherwise, Home Health and Hospice may, in its discretion, specify areas and certifications; provided, however, there shall not be less than one 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>Home Health</td>
<td>ANA Medical/Surgical Nursing</td>
</tr>
<tr>
<td></td>
<td>National Oncology Nurses Society Diabetes Nurse Educators’ Association ANA Gerontology</td>
</tr>
<tr>
<td></td>
<td>Certified Neuro Registered Nurse</td>
</tr>
<tr>
<td></td>
<td>Mental Health</td>
</tr>
<tr>
<td></td>
<td>Cardio Vascular Nursing</td>
</tr>
<tr>
<td>Home Health Pediatric Nurses</td>
<td>ANA Maternal and Child Nurses</td>
</tr>
<tr>
<td>Hospice</td>
<td>Hospice and Palliative Care, American Board of Nursing Specialties</td>
</tr>
</tbody>
</table>

The Hospice department will also recognize the National Oncology Nurses Society and the ANA Gerontology certifications for those nurses who hold such certifications as of August 2007.

B. Clinical Ladder Program: The 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, $1,806.00, $3,252.95, $5,004.55 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.

C. Additional Education Leave: Nurses approved for, and participating at Level II,
III, or IV of the Clinical Ladder Program, or who have been approved and receive payment for a Certification Differential, shall be eligible for 8 hours of paid education leave annually, in addition to those hours to which the nurse might otherwise be entitled pursuant to Article 13.E.1.

D. Educational Expense Reimbursement.

1. Home Health and Hospice will reimburse nurses for the fee(s) (such as exam or application fees) associated with obtaining approved certifications (as described in this Appendix), once the nurse successfully obtains the certification(s) or recertification(s).

2. Nurses approved for, and participating at Level II, III, or IV of the Clinical Ladder Program, or who have been approved and receive payment for a Certification Differential (“Certified Nurses”), shall be eligible for the following amounts, 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 C above:

   (a) Certified Nurses or Level II or III: up to two hundred and fifty dollars ($250.00)

   (b) Level IV Nurses only: $350

APPENDIX C – HEALTH INSURANCE

APPENDIX C – HEALTH, DENTAL, AND VISION INSURANCE

Home Health and Hospice and the Association agree that the nurses will participate in the medical, prescription, dental, and vision plans, as offered to the majority of Home Health and Hospice employees, provided, however, that Home Health and Hospice agrees that the plan will have the following provisions in 2017-2019, subject to the terms and conditions of the plans:
**Benefits Eligibility:** Any nurse 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 nurse who is in an assigned FTE of 0.75 or greater will be considered full-time for the purpose of benefits.

### A. Medical Benefit Design In-Network

[NOTE – all charts have been updated to accurately reflect the 2017-2019 medical plans]

<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>Annual deductible</td>
<td>$1,150 per person</td>
<td>$1,500 employee only</td>
</tr>
<tr>
<td></td>
<td>$2,300 max per family</td>
<td>$3,000 if covering dependents</td>
</tr>
<tr>
<td>Annual out-of-pocket maximum (does not includewith deductible)</td>
<td>$2,150 per person</td>
<td>$1,500 employee only</td>
</tr>
<tr>
<td></td>
<td>$43,300 per person</td>
<td>$3,000 if covering dependents</td>
</tr>
<tr>
<td></td>
<td>$6,600 max per family</td>
<td></td>
</tr>
<tr>
<td>Preventive Care</td>
<td>No charge</td>
<td>No charge</td>
</tr>
<tr>
<td>Primary Care Provider visits (non-preventive)</td>
<td>PCP: $20 copay</td>
<td>PCP: 10% after deductible</td>
</tr>
<tr>
<td>Specialist visits (non-preventive)</td>
<td>Tier I: 10% after deductible</td>
<td>Tier I: 10% after deductible</td>
</tr>
<tr>
<td></td>
<td>Tier II: 20% after deductible</td>
<td>Tier II: 20% after deductible</td>
</tr>
<tr>
<td>Lab and x-ray</td>
<td>20% after deductible</td>
<td>20% after deductible</td>
</tr>
<tr>
<td>Alternative care</td>
<td>20% after deductible</td>
<td>20% after deductible</td>
</tr>
<tr>
<td>(chiropractic, acupuncture)</td>
<td>Combined 12 visit limit per calendar year; <strong>all therapies combined</strong></td>
<td>Combined 12 visit limit per calendar year; <strong>all therapies combined</strong></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>Tier I: 10% after deductible</td>
</tr>
<tr>
<td></td>
<td>Tier II: 20% No charge after deductible</td>
<td></td>
</tr>
<tr>
<td>Outpatient hospital/surgery facility fees (except hospice,</td>
<td>Tier I: 10% after deductible</td>
<td>Tier I: 10% after deductible</td>
</tr>
<tr>
<td></td>
<td>Tier II: 25% after deductible</td>
<td>Tier II: 25% after deductible</td>
</tr>
<tr>
<td>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>$7,500 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</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
B. Medical Premiums

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) 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></td>
<td>2017</td>
<td>2019</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Full Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$11.50</td>
<td>$11.0030</td>
<td>$36.45</td>
</tr>
<tr>
<td></td>
<td>5% of premium $12.60</td>
<td>15% of premium $12.00</td>
<td></td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$22.50</td>
<td>$14.0055</td>
<td>$62.75</td>
</tr>
<tr>
<td></td>
<td>8% of premium $24.70</td>
<td>15% of premium $20.00</td>
<td></td>
</tr>
<tr>
<td>Employee and Spouse/Partner ABR</td>
<td>$30.50</td>
<td>$19.0055</td>
<td>$81.05</td>
</tr>
<tr>
<td></td>
<td>8% of premium $33.50</td>
<td>15% of premium $30.00</td>
<td></td>
</tr>
<tr>
<td>Employee and Family</td>
<td>$42.00</td>
<td>$30.0085</td>
<td>$107.95</td>
</tr>
<tr>
<td></td>
<td>8% of premium $46.10</td>
<td>15% of premium $32.00</td>
<td></td>
</tr>
<tr>
<td>Part Time</td>
<td>2017</td>
<td>2019</td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$24.00</td>
<td>$12.0015</td>
<td>$49.95</td>
</tr>
<tr>
<td></td>
<td>10% of premium $26.15</td>
<td>10% of premium $12.50</td>
<td></td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$42.50</td>
<td>$30.5031.35</td>
<td>$84.65</td>
</tr>
<tr>
<td></td>
<td>13% of premium $46.60</td>
<td>20% of premium $32.00</td>
<td></td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td>$55.00</td>
<td>$43.0044.20</td>
<td>$107.75</td>
</tr>
<tr>
<td></td>
<td>13% of premium $60.20</td>
<td>20% of premium $45.00</td>
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</tr>
<tr>
<td>Employee and Family</td>
<td>$73.50</td>
<td>$61.5063.20</td>
<td>$142.45</td>
</tr>
<tr>
<td></td>
<td>13% of premium $80.60</td>
<td>20% of premium $64.45</td>
<td></td>
</tr>
</tbody>
</table>

*without health incentive

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

D. Medical Savings Account

Nurses 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 individual per person</td>
<td>$700 individual employee only</td>
</tr>
<tr>
<td></td>
<td>$1,400 Family max per family</td>
<td></td>
</tr>
</tbody>
</table>
Note: Amounts are prorated for nurses hired mid-year

<table>
<thead>
<tr>
<th>Description</th>
<th>Delta Dental PPO 1500</th>
<th>Delta Dental PPO 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual in-network net deductible (deductible minus full health incentive)</strong></td>
<td>$450 per person $900 max per family</td>
<td>$800 employee only $1,600 if covering dependents</td>
</tr>
<tr>
<td><strong>Annual in-network out-of-pocket maximum (with in-network deductible)</strong></td>
<td>$3,300 per person $6,600 max per family</td>
<td>$3,000 employee only $6,000 if covering dependents</td>
</tr>
<tr>
<td><strong>Annual in-network net out-of-pocket maximum (out-of-pocket maximum minus full health incentive)</strong></td>
<td>$2,600 per person $5,200 max per family</td>
<td>$2,300 employee only $4,600 if covering dependents</td>
</tr>
</tbody>
</table>

Any balance left in year 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 nurse has been employed for at least five (5) consecutive years with Home Health and Hospice, he or she may use the money in the HRA deposited prior to 2016 upon termination of employment for purposes permitted by the plan. Nurses on an unpaid leave may also use the balance in the HRA to pay for COBRA premiums.

### E. Coordination of Benefits

The plan provisions relating to the coordination of benefits will follow the provisions under the plan in 2016-2019.

### F. 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><strong>Diagnostic and Preventative</strong></td>
<td>PPO Dentist</td>
<td>PPO Dentist</td>
</tr>
<tr>
<td>X-rays, Study Models</td>
<td>No cost and no deductible.</td>
<td>No cost and no deductible.</td>
</tr>
<tr>
<td>Prophylaxis (cleaning),</td>
<td>20% of the cost and no deductible.</td>
<td>20% of the cost and no deductible.</td>
</tr>
<tr>
<td>Periodontal Maintenance,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fissure Sealants, Topical Fluoride, Space Maintainers,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Description</td>
<td>Deductible</td>
<td>Deductible and 30% of the Cost</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Resin Restoration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fillings, Stainless Steel Crowns, Oral Surgery (teeth removal)</td>
<td>Deductible</td>
<td>Deductible and 30% of the Cost</td>
</tr>
<tr>
<td>Treatment of pathological conditions and traumatic mouth injuries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Anesthesia Inravenous Sedation</td>
<td>Deductible</td>
<td>Deductible and 30% of the Cost</td>
</tr>
<tr>
<td>Pulpal and root canal treatment services: pulp exposure treatment, pulpotomy,</td>
<td>Deductible</td>
<td>Deductible and 30% of the Cost</td>
</tr>
<tr>
<td>apicoectomy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crowns, veneers or onlays, crown build ups, Post and core on endodontically treated teeth,</td>
<td>Deductible</td>
<td>Deductible and 50% of the cost</td>
</tr>
<tr>
<td>Dentures, Fixed partial dentures, (fixed bridges) inlays when used as a retainer,</td>
<td>Deductible</td>
<td>Deductible and 50% of the cost</td>
</tr>
<tr>
<td>(fixed bridge) removable partial dentures, adjustment or repair to prosthetic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>appliance, Surgical placement or removal of implants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Maximum that the plan pays</td>
<td>$1,500 per person</td>
<td>$1,500 per person</td>
</tr>
<tr>
<td>Annual Deductible Per person</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>Annual Deductible Family Maximum</td>
<td>$150</td>
<td>$150</td>
</tr>
</tbody>
</table>
Orthodontia Not covered 50% after $50 lifetime deductible $2,000 lifetime maximum

G. Dental Premiums

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) 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></td>
<td>2017</td>
<td>20192018</td>
</tr>
<tr>
<td>Full Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$4.47</td>
<td>30% of premium$4.47</td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td>$7.45</td>
<td>30% of premium$7.45</td>
</tr>
<tr>
<td>Employee and Family</td>
<td>$11.91</td>
<td>30% of premium$11.91</td>
</tr>
</tbody>
</table>

| Part Time              |                       |                       |
|                        |                       |                       |
| Employee Only          | $4.96                 | 20% of premium$4.96   | $8.72                 | 31% of premium$8.72    |
| Employee and child(ren) | $10.92                | 40% of premium$10.92  | $16.94                | 48% of premium$16.94   |
| Employee and Spouse/Partner | $14.89                | 40% of premium$14.89  | $22.42                | 48% of premium$22.42   |
| Employee and Family    | $20.84                | 40% of premium$20.84  | $30.63                | 48% of premium$30.63   |

*Employee is responsible for the budget/premium cost for the Delta Dental PPO 2000 plan that exceed the subsidy provided for the Delta Dental PPO 1500 plan.

H. 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>
<tr>
<td>Prescription Lenses (every 12 months)</td>
<td></td>
</tr>
<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>
</tbody>
</table>
Polycarbonate lenses for dependent children | Covered in Full
--- | ---
Frame (every 24 months) | $120 (or up to $65 at Costco) and then 20% off any additional cost above $120.
Contact Lens (every 12 months) | $200 in lieu of prescription glasses

The $200 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation) provided the nurse does not purchase glasses.

I. Vision Premiums.

The following are the premium contribution for the nurses for each pay period for a total of twenty four (24) pay periods for the year.

<table>
<thead>
<tr>
<th>Level of Benefit</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full Time</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$3.11</td>
<td>$2.96</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$5.60</td>
<td>$5.32</td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td>$6.22</td>
<td>$5.91</td>
</tr>
<tr>
<td>Employee and Family</td>
<td>$9.33</td>
<td>$8.86</td>
</tr>
<tr>
<td><strong>Part Time</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$4.98</td>
<td>$4.73</td>
</tr>
<tr>
<td>Employee and child(ren)</td>
<td>$8.96</td>
<td>$8.51</td>
</tr>
<tr>
<td>Employee and Spouse/Partner</td>
<td>$9.96</td>
<td>$9.46</td>
</tr>
<tr>
<td>Employee and Family</td>
<td>$14.93</td>
<td>$14.18</td>
</tr>
</tbody>
</table>

J. Working Spouse Surcharge

The nurses will participate in the working spouse surcharge on the same basis as the majority of Home Health and Hospice’s non-represented employees as follows: If the nurse’s spouse has access to a medical plan through his or her employer, but waives that coverage and instead enrolls in a Providence medical plan, a $150 monthly surcharge will apply. The surcharge will be deducted on a pre-tax basis in $75 increments twice a month. The surcharge will not apply if the nurse’s spouse:

1. Does not have coverage through his or her employer, is not employed or is self-employed.
2. Is enrolled in his or her 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 for 2017 greater than $6,600 for employee-only coverage and $13,200 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 Home Health and Hospice. 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 Home Health and Hospice participates in a regional committee or task force (that is created to include employees at multiple 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 will be included in that regional Task Force.

Such Task Force will not, however, have the authority to negotiate or to change the terms of the contract.

MEMORANDUM OF UNDERSTANDING – MEDICAL INSURANCE BENEFITS

Providence Home Health and Hospice (“Home Health and Hospice”) and Oregon Nurses Association (“the Association”) acknowledge and agree:

1. Home Health and Hospice adopted a new plan design for medical, dental and vision insurance benefits for 2013, as set forth in Article 8 and Appendix C of
the parties Collective Bargaining agreement. That plan includes the option to select either a Health Reimbursement Account ("HRA") or a Health Savings Account ("HSA").

2. For the term of the collective bargaining agreement, Home Health and Hospice will not make any significant or material changes in the medical, dental, and vision insurance plan design with regard to (a) amount of in network net deductible (defined as deductible minus monetary contributions from Home Health and Hospice for either the HRA or the HSA; (b) the percentage of employee premium contribution; (c) annual out-of-pocket maximums for in network expenses; (d) amount of spousal surcharge. The spousal surcharge will be the only such surcharge in the medical and dental insurance plan.

3. For the term of the collective bargaining agreement, Home Health and Hospice will not charge or create any significant or material newly contemplated never before charged fee for the medical, dental and vision insurance plans.

LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES

The parties recognize and agree that it is a unique experience to work in Oregon as a nurse in an acute-care 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, Home Health and Hospice agrees that nurses 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 months and who apply for an open position will be hired over other external applicants, provided that Home Health and Hospice determines in good faith that such nurse is qualified for the job.

For purposes of this Letter of Agreement, “good standing” includes: (1) the nurse has not received any corrective action within the previous two years; (2) the nurse has not received an overall score of “needs improvement” or lower at any time in the last two years; and (3) that the nurse 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 nurse’s application for employment.

*This agreement will only be honored for Providence nurses with a different Providence employer when a similar agreement with regards to hiring exists in the association contract if any of that nurses 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
Home Health and Hospice. In an effort to minimize disruption to the delivery of patient care and to ease the way of groups of new nurses who may be joining Home Health and Hospice, 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 Home Health and Hospice as defined in this Agreement.

B. In the event of a health care unit restructure, Home Health and Hospice will, if possible, give the Association 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 Home Health and Hospice cannot, in good faith, give 30 days’ notice, it will give the Association as much notice as is practicable.

C. Home Health and Hospice 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 nurses joining Home Health and Hospice from the other employer will have their seniority calculated in accordance with Article 22. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses’ seniority based on the other employer’s existing seniority system (if any), an estimate of hours worked, or on the nurses’ years worked for the other employer. The Association 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 Home Health and Hospice nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

E. If new positions result from the restructure, nurses from the 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 Association and Home Health and Hospice, but will generally adhere to the seniority and job posting provisions of Article 15 – Seniority. Any positions not filled by nurses from within that unit will then be posted and offered to other Home Health and Hospice nurses consistent with Article 15.

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

G. The newly restructured unit or units at Home Health and Hospice will comply with all other provisions of the contract including Article 5.

H. Nurses’ 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 nurse would be paid a rate less than he/she was paid at the nurse’s
prior employer, Home Health and Hospice will meet with ONA to discuss options, with consideration given to both the economic impact on the nurse and internal equity among the wage rates for existing nurses in the bargaining unit. All differentials will be paid to the nurse in accordance with Appendices A and B of the parties’ collective bargaining agreement. If a nurse coming to Home Health and Hospice from another employer is then currently on a similar clinical ladder program, the nurse may apply for placement on the closest corresponding step on Home Health and Hospice’s clinical ladder program, based on Home Health and Hospice’s clinical ladder application schedule.

I. This Agreement will only be binding for Providence nurses with a different Providence employer when a similar agreement with regard to health care unit restructuring exists between the Association and the other Providence employer.

**MEMORANDUM OF UNDERSTANDING – DAILY OVERTIME AND FLEX SCHEDULING**

The parties acknowledge and agree that there is a shared interest 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 Home Health and Hospice 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**

The parties agree to form a Clinical Ladder Improvement Committee comprised of two (2) Clinical Ladder Board Members and one (1) other Association 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.

The Committee will begin meeting no later than September 30, 2017, unless a later date is agreed upon by the parties. The recommendations of the Committee shall be a
subject of bargaining.

**LETTER OF UNDERSTANDING**

The parties agree to the following in regards to the electronic visit verification (EVV) tool:

- The EVV tool will be piloted effective 7/1/2020. The pilot will run for five (5) months and then be evaluated in Task Force;
- Teams will be sought to pilot the tool and provide feedback to the Task Force;
- At least one (1) nurse will be a member of the PNCC;
- The Task Force will review the feedback provided by the teams and develop recommendations to management prior to full implementation.
- The purpose of the EVV tool is to verify patient visits only. Any extraneous information will not be used for a work plan or disciplinary action.

Once fully implemented, electronic visit verification data will not be the sole basis for disciplinary action. ONA and administration will work together to resolve issues with EVV in a Task Force meeting.

**LETTER OF AGREEMENT ON PRODUCTIVITY**

The parties recognize that maintaining adequate productivity is necessary to the essential operations of Home Health and Hospice, and that each nurse’s productivity is a key part of that nurse’s overall performance. The parties also recognize that there are many factors that can detract from an individual nurse’s productivity, and that many of those factors are outside of the control of the individual nurse.

For that reason, in any performance conversation with a nurse regarding productivity, Home Health and Hospice will commit to consider in good faith any factor outside the nurse’s control that may have adversely impacted that nurse’s productivity, including but not limited to:

- traffic (heavy traffic, accidents, construction, etc.);
- computer issues (upgrades, slow sync time, hardware issues, EPIC/network issues); staff meetings;
- multiple meetings – Staff, IDG, PNCC, Task Force, etc.
- patient complexity;
- telephone communications;
- continuing education; and
- preceptorship and supervision - of LPNs and bathing aides.

If a nurse believes that the nurse’s productivity has been adversely impacted by any of these or similar factors, the nurse is encouraged to bring those factors to the attention of the nurse’s manager.
If a nurse has reported such instance(s) and it is determined that those instance(s) did cause the nurse to not meet productivity, that nurse will not be put on a work plan, disciplined or terminated.

**LETTER OF UNDERSTANDING**

If during the term of the contract, the four (4) hour limitation to the shift start time variation in Article 5, Section L 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.

**LETTER OF UNDERSTANDING**

Increase PTO Hours in certain service bands, as follows:

- **For nurses with a 0.9 FTE at Step* 9:** Any 0.9 FTE nurse whose years of service is between 9 to 10 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive additional paid time off hours equal to 28 hours. The additional PTO hours will be added to the eligible nurse’s PTO bank by the end of January in 2020 and/or 2021. In the event that the nurse’s PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings.

- **For nurses with a 1.0 FTE and prorated by FTE for nurses other than 0.9 FTE at Step* 9:** Any 1.0 FTE nurse whose years of service is between 9 to 10 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive additional paid time off hours equal to 32 hours. The additional PTO hours will be added to the nurse’s PTO bank by the end of January in 2020 and/or 2021. In the event that the nurse’s PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings. Nurses whose FTE is less than 1.0 FTE (other than those with a 0.9 FTE) will be prorated based on this schedule. As an example, a 0.6 FTE nurse whose years of service is between 9 to 10 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive 19.2 additional PTO hours by the end of January 2020 and/or 2021.

- **For nurses with a 0.9 FTE at Step* 4 and Steps* 10-14:** Any 0.9 FTE nurse whose years of service is between 4 to 5 years or between 10 to 15 years as of Jan. 5, 2020 and/or Jan. 3. 2021 will receive additional paid time off hours equal to 6 hours. The additional PTO hours will be added to the nurse’s PTO bank by the end of January in 2020 and/or 2021. In the event that the nurse’s PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings.

- **For nurses with a 1.0 FTE and prorated by FTE for nurses other than 0.9 FTE at Step* 4 and Steps* 10-14:** Any 1.0 FTE nurse whose years of service
is between 4 to 5 years or 10 to 15 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive additional paid time off hours equal to 8 hours. The additional PTO hours will be added to the nurse’s PTO bank by the end of January in 2020 and/or 2021. In the event that the nurse’s PTO accruals are at the maximum limit, the additional hours will be paid as taxable earnings. Nurses whose FTE is less than 1.0 FTE (other than those with a 0.9 FTE) will be prorated based on this schedule. As an example, a 0.6 FTE nurse whose years of service is between 4 to 5 years or 10 to 15 years as of Jan. 5, 2020 and/or Jan. 3, 2021 will receive 4.8 additional PTO hours by the end of January 2020 and/or 2021.

- Nurses whose years of service is between 9 to 10 years as of January 1, 2022, will receive an additional 32 hours of paid education hours (prorated by FTE as above). Nurses whose years of service is between 10 to 15 years as of January 1, 2022 will receive an additional 8 hours of paid education hours (prorated by FTE as above). Nurses whose years of service is 4 years as of January 1, 2022 will receive an additional 8 hours of paid education hours (prorated by FTE as above). These additional paid education hours will be administered in accordance with Article 13.E.

- The “Steps” are related to years of service steps, not wage steps.