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) seven (7) members of the unit (at least two each from Home Health and Hospice each department) who shall constitute the Professional Nursing Care Committee.

C. Committee Meetings: This Committee shall meet monthly 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) three (3) paid hours per month at the nurse’s regular straight-time rate, not including shift differential, for the purpose of preparing for, attending, and following up on 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). The Chair and Secretary of the PNCC shall be entitled to an additional four (4) hours per month to be shared between them for further preparation and follow up tasks.

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) seven (7) days after each meeting. This requirement may be
met by posting the agenda and minutes electronically in an area known and accessible to management.

E. The 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. If recommendations from the PNCC are rejected, Home Health and Hospice will offer a rationale and alternative solutions. If, after exploring alternatives, mutual agreement acceptable to the PNCC is reached, the solution will be implemented within a reasonable amount of time.

G. Home Health and Hospice and the Association will make available to nurses a mutually agreeable form, the Staffing Request and Documentation Form (SRDF), for reporting to Home Health and Hospice specific staffing concerns. Nurses will submit leave-completed forms via email 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. Management will provide a response to the nurse who filed the SRDF no later than seven (7) days following submission of the SRDF. Management’s response will aim to evaluate the root cause of the staffing concern and concrete actions to be taken to address the concern. Management will compile and analyze submitted SRDFs for regular review at PNCC meetings.
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 perform the essential functions of the position after being precepted on site at Home Health and Hospice for up to six weeks of after assuming the new role or position.

C. 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 per diem nurses, conversion from regular nurse status to an 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 and bargain in good faith with the Association.

E. If after meeting with the Association and bargaining in good faith, 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 their 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 they are qualified for that position.

3. Any initially displaced nurse may, within seven (7) calendar days of his or her their notification of the layoff, choose to accept layoff with severance pay in lieu of further layoff rights or options. Such severance pay will be based on the severance policy applicable to non-represented employees then in effect, except
that the 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, or corrective 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 them after fifteen (15) days of attempting to contact them with available contact information, he or she they 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.
NEW ARTICLE – SAFE AND HEALTHY WORKPLACE


B. Personal Protective Equipment. Home Health and Hospice agrees to provide all necessary personal protective equipment. Nurses shall be permitted at all times to use such equipment according to the manufacturer’s standards.

C. Safety Concerns for Field Staff. Home Health and Hospice will create and maintain a mechanism by which nurses can visibly flag safety concerns related to a patient, patient’s friend or family member, or patient residence. Where a safety concern has been flagged, a nurse may decline visits to the patient with no consequence. All Home Health and Hospice employees will be informed before they are scheduled to visit a patient about whom a safety concern has been flagged and will be permitted to decline visits to the patient with no consequence. Home Health and Hospice will protect the well being of its employees by discharging patients for whom significant or persistent safety concerns have been flagged. Employees will be permitted to complete visits to residences where they have safety concerns in the presence of an escort who has appropriate training, including in de-escalation techniques.

D. Workplace Violence. Employees subject to workplace violence shall be provided paid time off with full benefits and benefit accrual until fully recovered from the physical and psychological injuries resulting from the violence, reduced by any payments from worker’s compensation and disability benefits. Home Health and Hospice shall provide free counseling services for employees who are subjected to workplace violence. Employees shall not be retaliated against for reporting incidences of workplace violence.
E. Healthy Work Environment. Home Health and Hospice and the Association agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive, bullying, threatening, harassing or intimidating language or behavior, are unacceptable and will not be tolerated.

(a) Any employee who witnesses or believes they are subject to such behavior should raise their concerns with their Core Leader as soon as possible. If the Core Leader is unavailable, or if the employee believes it would be inappropriate to contact that person, the employee should raise their concerns with Human Resources.

(b) Any employee who in good faith reports such behavior, or who cooperates in an investigation of such behavior, will not be subject to retaliation by Home Health and Hospice, the Association or by co-workers. Any employee who believes they are being retaliated against for reporting such behaviors should raise their concerns with an appropriate manager, core leader or human resources representative as soon as possible.

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

(d) Home Health and Hospice will communicate to the employee who was subject to such alleged abusive, bullying, threatening, harassing or intimidating behavior whether the investigation supported the allegation, did not support the allegation, or was inconclusive. Home Health and Hospice may choose to keep confidential, consistent with policy, the level of discipline
given to an employee who has been found to have engaged in such behavior.

(e) A union representative may be present during an investigatory meeting with a represented employee whether they filed a complaint or someone filed a complaint against them.
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) or if any committee or task force is established with employees at other Providence facilities in Oregon to review and/or make recommendations regarding the health insurance provided by the employer, up to two (2) representatives from the bargaining unit and one Association representative 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.