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 metropolitan service area (including Clark County, WA and the historic Yamhill service area) 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 and/or Washington.

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

3. Case Manager – Registered Nurse who serves as the primary nurse for designated patients that constitute their caseload; the Case Manager both provides direct and ongoing care to their patients and coordinates care delivered by other caregivers to their patients.

4. Float Nurse – Registered Nurse who provides nursing care to patients but does not maintain a caseload of patients for whom they are the primary nurse.

5. Wound Ostomy Nurse - Registered Nurse holding a recognized board certification to provide wound, ostomy or continence care, or some combination thereof, who also serves as a consulting resource.

6. Mental Health Nurse – Registered Nurse employed to provide mental health care to Home Health patients.
7. Palliative Care Nurse – Registered Nurse employed to provide palliative care to Home Health patients.

8. Skilled Nurse – Registered Nurse or Licensed Practical Nurse that is employed by Providence for the care of Home Health patients and is not a specialty (Wound Ostomy, Mental Health, Palliative Care) nurse.

9. Territory – The well-defined geographic extent of a nurse’s assigned patients. The territory is a component of a nurse’s assignment and bid upon as described in Article 15.

10. Shift – The assigned hours of a nurse’s regular workday or any discretely defined hours of work made available to a nurse to work.

11. 3. Clinical Manager- Responsible for administration of a team of caregivers.

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

13. 5. Nursing Unit - As designated by Home Health and Hospice, shall have a manager clinical manager or supervisor available to nurses on each shift (which may include availability by telephone).

(a) For purposes of low census/daily reduction in hours (Article 5) and all other purposes, except as limited in (b) below, alternate assignment, weekend and holiday rotation, a Nursing Unit is defined as: Home Health East Skilled Nurses, Home Health West Skilled Nurses, Home Health Yamhill Skilled Nurses, Home Health South Skilled Nurses, Home Health North, Home Health Access, Home Health Wound Ostomy Nurses, Home Health Mental Health Nurses, Home Health Palliative Care Nurses, Home
Services Liaisons, Hospice East, Hospice West, and Hospice Access. The Task Force may review unit definitions if issues arise with and may make modifications with mutual agreement of Home Health and Hospice and ONA.

(b) For purposes of a reduction in force (Article 16) and job (territory, shift, assignment) bidding (Article 15), a Nursing Unit is defined as Home Health field, Home Health Wound Ostomy Nurses, Home Health Mental Health Nurses, Home Health Palliative Care Nurses, Hospice field (including Hospice Access field), Home Health Access office staff, Hospice Access office staff, and Home Services Liaisons.

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

157. Part-time Nurse - Any nurse who has an FTE between 0.5 and 0.74 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).

168. Full-time Nurse - Any nurse who has an FTE greater than 0.74 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.

179. 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 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, as assigned by Home Health and Hospice, if those shifts are regularly scheduled in the unit where the nurse is to be assigned;

(c) A per diem nurse will not be required to work more than one (1) holiday in a calendar year. The assigned holiday will be rotated between winter (New Year’s Day, Martin Luther King Jr. Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Juneteenth, 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. A 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 a 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 per diem status for one (1) year from the date of reclassification.

11. Cross Training – The is the training necessary to enable the nurse to become competent to work outside of the nurse’s classification unit 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/she is they 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 their right to object on religious grounds. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the 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/their 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 they are 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 they are 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 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 clinical 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 their clinical manager supervisor if the nurse anticipates he or she they will be or actually is are unable to take such 30-minute uninterrupted meal period.

(c) In the event nurses on in 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.

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

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. A nurse’s request for such an alternative work schedule shall be approved unless Home Health and Hospice demonstrates a legitimate operational need that prevents approval of the schedule. If such a request is denied, a written explanation will be provided. If either the nurse or Home Health and Hospice wishes to terminate such schedule agreement, the other will be given as much advance notice as is reasonably possible. The schedule agreement will not be terminated without mutual consent.

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. A nurse who has attempted to call, text, or message their clinical manager (or a clearly articulated designee) to receive authorization for work in excess of their basic workday or basic workweek will have fulfilled their obligation to attempt to receive prior authorization. Excess work will be by mutual consent, except that a nurse may be required to remain at work beyond a nurse's scheduled workday, subject to applicable limitations under state law or administrative rule. A nurse who anticipates the need for work in excess of their basic workday or basic workweek and requests to have their number of patient visits reduced accordingly will not have such request unreasonably denied. Such a denial will be considered mandating a nurse to work beyond their scheduled workday. No nurse shall be required to work when the nurse, in their judgment, is unsafe to perform patient care duties.

G. All time spent performing work is to be done on paid time. There will be no retaliation for reporting or recording overtime hours worked.

H. Work schedules shall be prepared for monthly periods and will be posted by the 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
The frequency of regularly scheduled weekend work will be set by unit at no more than the frequency of such work as of December 31, 2022. Specifically:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Maximum Required Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Health Access</td>
<td>1 full weekend per 7 weeks</td>
</tr>
<tr>
<td>Home Health East</td>
<td>2 full weekends per 8 weeks</td>
</tr>
<tr>
<td>Home Health South</td>
<td>2 full weekends per 8 weeks</td>
</tr>
<tr>
<td>Home Health West</td>
<td>2 full weekends per 8 weeks</td>
</tr>
<tr>
<td>Home Health Yamhill</td>
<td>2 full weekends per 8 weeks</td>
</tr>
<tr>
<td>Hospice Access</td>
<td>1 full weekend per 4 weeks</td>
</tr>
<tr>
<td></td>
<td>1 full weekend per 3 weeks (night shift only)</td>
</tr>
<tr>
<td>Hospice East</td>
<td>1 full weekend per 4 weeks (float nurses)</td>
</tr>
<tr>
<td></td>
<td>1 full weekend per 6 weeks (case managers)</td>
</tr>
<tr>
<td>Hospice West</td>
<td>1 full weekend per 4 weeks (float nurses)</td>
</tr>
<tr>
<td></td>
<td>1 full weekend per 6 weeks (case managers)</td>
</tr>
<tr>
<td>Home Services Liaisons</td>
<td>1 full weekend per 3 weeks</td>
</tr>
<tr>
<td>Mental Health Nurses</td>
<td>No required weekend work</td>
</tr>
<tr>
<td>Palliative Care Nurses</td>
<td>No required weekend work</td>
</tr>
<tr>
<td>Wound Ostomy Nurses</td>
<td>No required weekend work</td>
</tr>
</tbody>
</table>

Where this frequency of weekend work is not supported by patient census, as evidenced by nurses regularly not having a full patient visit load on their weekend shift, the Staffing Committee will, upon request by individual nurses, Home Health and Hospice, or the Association, review and propose an alternative frequency of weekend work for the unit. Such recommendations are subject to mutual agreement of the parties and cannot otherwise modify the terms of the Agreement.
2. The schedule of weekend work assignments for the following year will be posted by August 1st. Nurses who begin employment with Home Health and Hospice after the August 1st schedule posting will receive their assignment of weekend work within 30 days of beginning employment.

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

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. All such unscheduled weekend work will be paid as incentive shifts in accordance with the terms of Appendix A, Section M.

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 clinical manager 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 Clinical managers 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 clinical manager 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 clinical managers 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, unless the reason for absence cannot reasonably be known with this notice.

J. Home Health and Hospice will post a schedule indicating the shifts available for per diem nurses by the fifth of the month prior to the scheduled month. Each per diem nurse will submit to the nurse’s supervisor a list of 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 per diem nurses and that the nurses retain the obligations to work as outlined in Article 1.

2. When more than one 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 be offered any available float assignment as outlined in section M, or 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, beyond the four guaranteed hours of pay, as PTO or 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 they would have otherwise worked, (s)he they shall receive four (4) hours'
pay in accordance with the provisions of this section.

L. Rotating shifts are defined as shifts that rotate among day, evening and night
shift(s). Variable shifts are defined as shifts that may vary in start time by four (4) hours
or less. 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) 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 Section, “alternate
assignment” means a partial or full patient assignment one that is substantially
distant from the nurse’s normally assigned geographic area (outside of a case
manager’s bid upon and awarded territory or a float nurse’s assigned teams/territories).

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) 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 among nurses in adjacent teams. The system of rotation will be by reverse seniority of nurses who, over the assignment period, lack a full patient visit load or who, based upon their professional nursing judgment, have a sufficient number of patient visits that can be safely rescheduled to accommodate the alternate assignment.

   (e) All hours of work performed in an alternate assignment, including those by volunteers, will be paid the incentive shift differential in Appendix A, Section M.

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

   (a) be given proper orientation to the unit and team, including a list of the names and contact phone number for the supervisor clinical manager
(and partner RN clinical manager if clinical manager is not an RN), regular nurse case manager, scheduler and team;

(b) be added to the Microsoft Teams team channels for the duration of the alternate assignment;

(c) be given a patient load that is appropriate, with consideration given to the nurse’s travel time and the type of patients to be cared for (new admissions, etc.);

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

(e) be informed of the anticipated duration of the assignment; and

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

3. Any 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.

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

1. Volunteers to take the time off shall be sought in the shift of the 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 a 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 per diem nurse on a shift of the same patient care unit have the same starting and ending times for that shift.
2. Per diem nurses on the shift of the patient care 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 that includes all nursing staff, including LPNs, and does not create missed visits for patients nor require case managers to delegate planned visits to other employees against their professional nursing judgment.

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 schedule 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. 40 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.

Failure of Home Health and Hospice to provide an adequate number of patient
visits per day will not negatively impact a nurse’s productivity. In no case will a
nurse be assigned mandatory low census/daily reduction in hours beyond a cap
of 176 hours (pro-rated based on FTE) in a rolling calendar year, nor more than
one shift (full or partial) per pay period.

P. Caseload: Home Health and Hospice will work collaboratively with nurses when
determining appropriate caseloads. The Staffing Committee will establish maximum
caseloads for case managers that consider aggregate visit complexity of a nurse’s
caseload. In no circumstance will the maximum caseload exceed 25 patients (prorated
to 1.0 FTE) for Home Health and 13 (prorated to 1.0 FTE) for Hospice.

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 clinical manager. The clinical manager supervisor or
manager will work collaboratively with the nurse to adjust the nurse’s caseload
appropriately. If the nurse is not satisfied with the resolution, they may bring the matter
to the Staffing Committee to review the appropriateness of the caseload and its
compliance with the unit’s staffing plan.

Q. Inclement weather: If inclement weather conditions prevent a nurse from safely
traveling to make home visits during all or a portion of the nurse’s scheduled workday,
the inability of the nurse to perform such visits will not be considered an occurrence
under the Employer’s attendance policy and will not negatively impact a nurse’s
productivity.
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 Health and Hospice 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 (PNMC) through December 31, 2006, seniority shall mean the length of continuous employment as a nurse by Providence Health System beginning with the nurse’s employment by PPMC, PSVMC, or PNMC.

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 (including float or case management positions and assigned territories) 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 email all bargaining unit nurses in addition to posting 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 (including float nurse or case manager role and assigned territory, if applicable), 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.
Corrective action may be considered as a factor in determining whether an applicant is qualified. In cases where applicants' experience and qualifications are substantially equal, the principle of seniority shall be the deciding factor.

2. No vacancy under this Article will be deemed to exist when 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.