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 1/1/2019: 2.75% 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.

**Market Adjustment Year 1: Effective after the second full pay period following ratification,** the following market adjustments:

- **Steps 1-8:** $4.00/hour
- **Steps 9-12:** $3.50/hour
- **Steps 13-16:** $3.25/hour
- **Steps 17-20:** $3.00/hour
- **Steps 21-24:** $2.75/hour
- **Step 25:** $2.50/hour

**Year 1 – 2023 Effective after the second full pay period following ratification 4.0% across the board increase.**

**Year 1 – 2023 Effective after the second full pay period following ratification, Step 30 will be added at the top of the scale.**

**Effective the first full pay period following 1/1/2024: 2.5% across the board increase.**

**Effective the first full pay period following 1/1/2025: 3.0% across the board increase.**
The New Wage Scale will be:

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<th>Step</th>
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<th>Upon Ratification (Market Adjustment plus 4.00% ATB)</th>
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**A nurse will progress to Step thirty (30) after being on Step twenty-five (25) or higher for five (5) years**

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<th>CBA Step</th>
<th>Year 1 Rate 1/1/2019</th>
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<th>Year 3 Rate 1/1/2021</th>
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</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 ($4.00) 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 **qualify for shift differentials** 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 **qualifying** scheduled for evening and night **differentials** 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: $3.50 $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: $6.20 $5.90 per hour.

1. 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.

<p>| Step 1 = | Less than 1 year of completed, related experience |
| Step 2 = | 1 year of completed, related experience |
| Step 3 = | 2 years of completed, related experience |</p>
<table>
<thead>
<tr>
<th>Step 4</th>
<th>3 years of completed, related experience</th>
</tr>
</thead>
<tbody>
<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. A 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. A 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 $4.50 per hour on-call. Documented time spent on telephone services during an on-call shift shall be paid at time-and-one-half 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 for the duration of the assignment 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 or incentivize 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. A 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 $1.75 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 O 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. A 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 O 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 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) 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) 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 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) 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 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 four dollars ($4.00) per hour worked as a preceptor. A preceptor is a nurse who is designated by her/his nurse Clinical 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 Clinical 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 Clinical 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 seventy-five ($2.75) fifty-cents ($0.50) 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 or proof of certification (e.g. positive exam result), and will not be paid retroactively, unless the employer unreasonably delays processing the certification. If the 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:
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, $2.00, $3.50, $5.25, $1.80, $3.25, $5.00 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.
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 Fair Labor Standards Act and applicable state law.

B. The basic workday shall be eight (8) hours to be worked within eight and one-half (8 1/2) consecutive hours in a twenty-four (24) hour period, commencing at 12:01 a.m. or, for night shift employees, the beginning of the night shift closest thereto, including:

1. A lunch period of one-half (1/2) hour on the 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 **nursing** 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 **Clinical Manager** 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.

(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 and Home Health and
Hospice and the Nurse will work to best mitigate the impacts of that schedule
change. 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 reasonably anticipates the need for work in excess of their basic workday or basic workweek shall timely, per current protocol, contact their Clinical Manager to explore mitigation options which may include a reduction of the number of patient visits. Requests to have their number of patient visits reduced accordingly will not have such request unreasonably denied. Such a denial If no mitigation option is available, it will be considered mandating a nurse to work beyond their scheduled workday. No nurse shall be required to work when the nurse, in their or their Clinical Manager’s 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 weekend every three weeks. 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 in which case the nurse will be paid the incentive set forth in Appendix A, Section M. 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 time period 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 Clinical Manager and/or designee 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 alternate 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 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 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 outside the nurse’s normally assigned Nursing Unit 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 qualified 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 nursing 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 assigned 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
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.

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 (prorated 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. **PNCC will develop and recommend criteria by which Home Health and Hospice will determine appropriate caseloads and management of complex patients.** 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’s concerns remain unresolved, the nurse may present those concerns to PNCC where the parties will work collaboratively to identify potential solutions.** 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 **will not result in corrective action or negatively impact the nurse’s performance review.**
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/corrective action 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, they 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 core leader (Clinical Manager or Manager) within twenty-one (21) days of the date when they had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance. Upon mutual agreement between Home Health and Hospice and the Nurse, the Nurse may present the grievance to a core leader other than the nurse’s immediate core leader. A grievance concerning discipline/corrective action or termination 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 core leader’s reply is due within fourteen (14) 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 core leader. 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, they may present the grievance in writing to the Senior Manager or Director (and/or designee) within fourteen (14) ten (10) days after receipt of the
response in Step 1. If no Step 1 response is received within the time required, they may present the grievance in writing to the Sr Manager (and/or designee) within fourteen (14) ten (10) days after the deadline for response. The Sr Manager’s (and/or designee’s) written response to the grievant and the Association is due within fourteen (14) days after a meeting between such Home Health and Hospice representative, the grievant, and the grievant’s representative, if any. If no meeting is held, such written response is due within fourteen (14) days after presentation of the grievance.

Step 3 — If the grievance is not resolved to the nurse’s satisfaction at Step 2, they may present the grievance in writing to the Director or Executive Director (and/or designee) within fourteen (14) ten (10) days after receipt of the response in Step 2. If no Step 2 response is received within the time required, they may present the grievance in writing to the Director or Executive Director (and/or designee) within fourteen (14) ten (10) days after the deadline for response. The Director’s or Executive Director’s (and/or designee’s) written response to the grievant and the Association is due within fourteen (14) days after a meeting between such Home Health and Hospice representative, the grievant, and the grievant’s representative, if any. If no meeting is held, such written response is due within fourteen (14) days after presentation of the grievance.

Step 4 — If the grievance is not resolved to the nurse’s satisfaction at Step 3, 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 4 — If the grievance is not resolved to the nurse’s satisfaction at Step 3 or through mediation as described below, Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, Association must notify the Director or Executive Director (or designee, whoever heard the grievance at Step 3) in writing of such submission no later than fourteen (14) ten (10) days after receipt of the Administrator’s Step 4 Step 3 response. If such response has not been received, Association must notify the Director in writing of such submission no later than twenty-one (21) twenty (20) days after proper presentation of the grievance at Step 3, or within fourteen (14) days of the conclusion of the mediation process described below if that process does not result in resolution of the grievance.

B. It is the intent of the parties that meeting(s) will be held at Steps 1 through 3, 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. (Optional) If the grievance is not resolved to the nurse’s satisfaction at Step 3, Home Health and Hospice and the Association may mutually agree to submit the unresolved grievance to mediation through the Federal Mediation and Conciliation Service within fourteen (14) ten (10) days following the Step 3 response. Each party
shall bear their own costs associated with preparing for the mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process will be conducted within sixty (60) days of the request, if feasible, and may be terminated through written notice to the other party at any time.

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

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 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 their position in the bargaining unit and is rehired within twelve (12) months of his or her their resignation date.

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

B. Seniority.

1. Seniority shall mean the length of continuous employment as a home health or hospice nurse or clinical liaison nurse by Providence Home Health and Hospice Services in the Portland Metropolitan Service Area 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 Medical Center (PNMC) through December 31, 2006, seniority shall mean the length of continuous employment as a nurse by Providence Health System beginning with the nurse’s employment by PPMC, PSVMC, or PNMC.

3. All seniority will be computed on the basis of hours paid at straight time rates or higher.
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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 roles 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 nursing unit as of the time when the nurse applies for a vacancy on another shift or assignment within that nursing 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 nursing 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. Discipline
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.