**PHHH Proposal**

**June 27, 2023**

**Article 1 Recognition and Membership:**  PHHH Proposal 6.27.2023

**Article 3 Paid Time Off:**  PHHH Proposal 6.27.2023

**Article 5 Hours of Work:**  PHHH Proposal 6.27.2023

**Article 7 Leaves of Absence:**  PHHH Proposal 6.27.2023

**Article 8 Health and Welfare:**  PHHH Proposal 6.27.2023

**Article 14 Professional Care Committees:**  PHHH Proposal 6.27.2023

**Article 15 Seniority:**  PHHH Proposal 6.27.2023 - clarification of language

**Article 16 Reduction in Force:**  ONA Proposal 06.06.2023 – TA

**Article 19 Duration and Termination:**  3 year contract

**Appendix C:**  Update to reflect terms of 2023 health plan

**Letter of Agreement on Task Force for Health Insurance:**  ONA Proposal 2.22.2023 - TA

**Letter of Understanding on Electronic Visit Verification:**  PHHH Proposal 6.27.2023

**Letter of Agreement on Productivity:**  PHHH Proposal 6.7.2023

**New Article Safe and Healthy Workplace:**  PHHH Proposal 6.7.2023 - TA

Change Nurses to Clinicians throughout as appropriate
Change Association to Union or Union to Association as desired by ONA
Update to gender neutral language
Change Home Health and Hospice to PHHH
ARTICLE 1 - RECOGNITION AND MEMBERSHIP

A. **Providence** Home Health and Hospice (referred to as “PHHH”) 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, Occupational Therapists, Physical Therapists, Speech Language Pathologists, Licensed Clinical Social Workers, Bereavement Counselors, and Social Workers employed by **PHHH** Home Health and Hospice as home health and hospice clinicians, including when serving in a charge capacity, in the Portland metropolitan service area (including Clark County, WA and the historic Yamhill service area), excluding coordinators, specialty pharmacy/infusion, Sisters of Providence, administrative and supervisory personnel, guards, and all other employees.

B. Definitions:

1. Clinician Definitions

   A. Case Manager – A clinician who serves as the primary clinician for designated patients that constitute their caseload; the Case Manager both provides direct and ongoing care to their patients and coordinates the patient’s plan of care.

   B. Float – A Clinician whose assignment varies according to the clinical Unit’s coverage needs who may carry a partial or temporary caseload.

   C. Nurse - Registered nurse currently licensed to practice professional nursing in Oregon and/or Washington, including but not limited to:

      a. Wound Ostomy Nurse - A Nurse holding a recognized board certification to provide wound, ostomy or continence care, or some combination thereof, who also serves as a consulting resource.
b. Psychiatric Mental Health Nurse – A Nurse whose duties include the provision of mental health care to Home Health patients, who also serves as a consulting resource.

c. Palliative Care Nurse – A Nurse whose duties include the provision of palliative care to Home Health patients, who also serves as a consulting resource.

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

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

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

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

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

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

2. Additional Definitions

a. Manager - Responsible for administration of a team of caregivers
   including clinicians.

b. Charge Clinician - Relieves the Manager in accordance with the
   assignment of such work by PHHH Home Health and Hospice.

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

d. Team – An interdisciplinary group of caregivers, including clinicians
   within a Clinical Unit that primarily serves a defined geographic area.
e. Territory – a defined geographic extent of a clinician’s primary patient assignment, which consists of one or more zip codes within the geography of a Team. *The territory is a component of a clinician’s assignment and bid upon as described in Article 15.*

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

g. Regular Clinician - A part-time or full-time clinician.

i. Part-time Clinician - Any clinician who has an FTE between 0.5 and 0.74.

ii. Full-time Clinician - Any clinician who has an FTE greater than 0.74.

h. Per Diem Clinician - Any Clinician (a) who has an FTE less than 0.5, (b) who is not regularly scheduled to work or (c) who is employed on a temporary basis not to exceed 90 calendar days, or 180 calendar days where replacing a clinician on an approved leave of absence. In order to remain per diem, other than for those Per Diem clinicians described by (c) in the preceding sentence, the following will apply:

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

ii. *For nurses the* four (4) available shifts must include two (2) weekend shifts, as assigned by PHHH Home Health and Hospice, if those shifts are regularly scheduled in the unit where they are to be assigned;
iii. **Per diem Physical Therapists and per diem social workers** shall be include in the weekend rotations for their respective disciplines.

iv. Per Diem Clinician 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, Fourth of July, or Labor Day), in alternate calendar years; and

v. The Per Diem Clinician must meet the patient care unit’s education requirement for the year.

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

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

C. **Membership and Financial Obligations:**
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. Clinicians 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 PHHH Providence Home Health and Hospice. Clinicians who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, and PHHH 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 clinician subject to paragraph (a) above as of the Effective Date who assumes a position at the Medical Center or PHHH Home Health and Hospice outside of the bargaining unit will retain their 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 they returns to the bargaining unit within one year of the date that the clinician assumed a non-bargaining position. A clinician 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 and all clinicians:

(a) By the 31st calendar day following the day that the clinician begins working, each clinician 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 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 PHHH 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) PHHH Home Health and Hospice will provide a copy of the collective bargaining agreement to newly hired clinicians, 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. PHHH Home Health and Hospice will work in good faith to develop a procedure to retain copies of such signed forms.
6.27.2023

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

(d) The Association will provide PHHH Home Health and Hospice with copies of at least two notices sent to a clinician who has not met the obligations to which they are subject, pursuant to this Article. The Association may request that PHHH Home Health and Hospice terminate the employment of a clinician who does not meet the obligations to which they are subject, pursuant to this Article. After such a request is made, Providence will terminate the clinician’s employment no later than fourteen (14) days after receiving the written request from the Union Association. PHHH 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 clinicians. (a) Dues Deduction. PHHH 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 PHHH Home Health and Hospice. The deductions will be made each pay period. Changes in amounts to be deducted from a clinician’s wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by PHHH Home Health and Hospice to Association monthly, with a list showing the names and amounts regarding the clinicians for whom the deductions have been made.

4. Association Union will indemnify and save PHHH 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 PHHH 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 Union, to track the provisions in this Article.

6. PHHH Home Health and Hospice will distribute membership informational material provided by Association to newly employed clinicians. 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 clinicians in PHHH Home Health and Hospice, if any, PHHH Home Health and Hospice will, on request of Association, provide up to 30 minutes for a bargaining unit clinician designated by the Association Union to discuss Association membership and contract administration matters. PHHH Home Health and Hospice will notify the Union 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 clinician’s employment, a bargaining unit clinician designated by the Association Union may arrange with the newly hired clinician for 15 minutes to discuss Association Union 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 clinician involved in this orientation will be released from otherwise scheduled work and will be paid for this released time.
ARTICLE 3 - PAID TIME OFF

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

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

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

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

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

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

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

B-1. Effective January 5, 2020, Regular nurses clinicians with an FTE of 0.5 – 1.0 will accrue PTO as follows:

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

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

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

4. From and after the nurse’s clinicians’ tenth (10th) anniversary of continuous employment until their the nurse’s fifteenth (15th) anniversary of continuous employment - 0.1269 hours per hour worked for a 0.50 to 1.0 nurse, not to
exceed 80 hours per two-week pay period (approximately 33 days of PTO per year with 264 hours’ pay for a full-time clinician nurse);

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

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

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

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

C. Definition of a Paid Hour: A paid hour under B above will include only (1) hours directly compensated by PHHH Home Health and Hospice and (2) hours not worked on one of a clinician’s nurse’s scheduled working days in accordance with Article 5-NO (Low Census/Daily Reduction in Hours) of this Agreement; and will exclude overtime hours, unworked standby hours, hours compensated through third parties, hours paid in lieu of notice of termination, or hours while not classified as a regular clinician nurse.

D. Pay: PTO pay will be at the clinician’s nurse’s straight-time hourly rate of pay, including regularly scheduled shift, certification, and clinical ladder differentials provided under Appendix A and B, at the time of use. PTO pay is paid on regular paydays after the PTO is used.
E. **PTO Share Program:** Bargaining unit clinicians nurses may participate in PHHH’s Home Health and Hospice’s PTO Share Program consistent with the policy then in effect.

F. **Scheduling:** In scheduling PTO, PHHH Home Health and Hospice will provide a method for each eligible clinician nurse to submit written requests for specific PTO. PTO requests for the following year that are made by September 30 will be approved or denied by November 1. If more clinicians nurses within a clinical unit request the same dates for PTO, for a 12-month period beginning each January than PHHH Home Health and Hospice determines to be consistent with its operating needs, then preference in scheduling PTO will be as follows: in order of seniority for clinicians nurses within the unit who submit their requests by the last day of September 30 and in order of PHHH Home Health and Hospice’s receipt of the written requests for nurses within the clinical unit who submit their requests on or after September 30 March 1, except that PHHH Home Health and Hospice will attempt to rotate holiday work. Nurses who requested a period of PTO but were denied will be notified, in order of priority as outlined above, if the period later becomes available. Home Health and Hospice will notify nurses of the approval or denial of requests made during this period no later than November 1.

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

2. Once PTO has been approved, PHHH Home Health and Hospice will not revoke an approved PTO request, nor require a clinician nurse to replace himself or herself themself on the schedule. This includes requests for PTO on weekends, as long as the nurse makes the request prior to the posting of the monthly schedule.
3. **PHHH Home Health and Hospice** will work with the Task Force to determine a process for each **clinical** unit to develop and/or implement a process for approval of PTO requests that is (a) consistent with the contract language above; (b) enables the **clinicians** nurses on a **clinical** unit to have input into the process.

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

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

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

G. **Use:**

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

2. **For non-exempt clinicians,** PTO will be used for any absence of a quarter hour or more as outlined in 3 and 4 below. Exempt Social Workers and Bereavement Counselors will use PTO in whole day increments for full day absences except as outlined in 3 below, except that the nurse may choose to use or not to use PTO for time off;
3. Both exempt and non-exempt clinicians may choose to use or not use PTO for time off for leaves of absence under applicable family and medical leave laws if the clinician’s accrued PTO account is then at 40 hours or less.

4. **Non-exempt clinicians may choose to use or not to use PTO for time off:**

   (a) Under Article 5-Ν O (Daily Reduction in Hours) of this Agreement, by making the appropriate entry on the clinician’s nurse’s time card; if the clinician nurse chooses to use PTO under this paragraph, the clinician nurse may change to non-use of PTO for the number of hours worked by the clinician nurse on an extra shift of at least eight (8) hours (other than while on standby on-call) in the same pay period and thereby maintains the clinician’s nurse’s FTE level, by giving PHHH Home Health and Hospice written notice of the change before the end of the same pay period;

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

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

   (d) Under (b) and (c) above, the nurse clinicians nurse will make herself/himself themselves available for assignment to work the remaining hours of the regularly scheduled shift.
5. PTO may be used in addition to receiving workers’ compensation benefits up to a combined total of PTO and workers’ compensation benefits that does not exceed 100% of the clinician’s nurse’s straight-time pay plus applicable shift, certification, and clinical ladder differentials for the missed hours.

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

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

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

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

1. Upon termination of employment and, in cases of resignation, if the clinician nurse has also provided the required notice of intended resignation. PHHH will have the discretion to allow a clinician who experiences a bona fide emergency which precludes the clinician from being able to give the required notice, in which case no deduction of PTO will be made.

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

I. Short-Term Disability/Paid Parental Leave: Providence PHHH will provide a Short Term Disability and Paid Parental Leave benefit. Clinician eligibility for this benefit
is determined by the Short-Term Disability/Paid Parental Leave policy documents, effective the first full pay period following 1/1/2020. For benefits-eligible nurses, s

a. Short term disability and/or paid parental leave benefits will be paid at sixty-five (65%) of the eligible employee's clinicians's base rate of pay plus shift differential plus certification premium, including clinical ladder, at the time of the leave, if applicable.

b. Beginning the first full pay period of 2024, PHHH will provide an enhanced short-term disability benefit, in which benefits-eligible clinicians will be eligible for up to eight weeks of leave with 100% pay following the 7-day waiting period (when PTO can be used) and then 66-2/3% thereafter for a combined total of 26 weeks, including base pay plus all applicable shift differentials, certification premiums and clinical ladder provided under Appendix A and B, at the time of use.

c. For the purpose of short-term disability benefits an eligible clinician will receive the difference between their normal base and applicable shift differentials and the Oregon State paid leave program funding to equal 100% of pay for eight weeks and a combined benefit of 66 2/3% between the Oregon state paid leave program and short-term disability benefit for leaves lasting more than ten weeks up to 26 weeks combined.

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

1. When a clinician nurse is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the clinician nurse, with the manager’s approval, works (or if the clinician nurse requests but is not assigned to work) a substitute day in the same workweek, the clinician nurse is not required to use PTO for the holiday.
2. If a clinician nurse works on an observed holiday, the clinician nurse will be paid one and one-half times \((1\frac{1}{2} \times)\) the clinician’s nurse’s straight-time rate and will retain accrued PTO hours for use at another time.

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

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

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

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

7. Exempt Social Workers and Bereavement Counselors will be paid a $250 per day bonus for working on holidays.
ARTICLE 5 - HOURS OF WORK

A. The basic workweek shall be forty (40) hours in a designated seven (7) consecutive day period commencing at 12:01 a.m. Sunday for day and evening shift clinicians and at 12:01 a.m. Saturday, or the beginning of the night shift closest thereto, for night shift clinicians. When agreed to by the clinician and 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 clinician’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 clinicians. The parties further acknowledge that the scheduling of regular rest periods may not be possible due to the nature and circumstances of work in a Home Health and Hospice (including emergent patient care needs, the safety and health of patients, availability of other clinicians to provide relief, and intermittent and unpredictable patient census and needs). The parties therefore agree as follows:

   (a) Scheduling of breaks is best resolved by unit-based decisions, where the affected clinicians are involved in creative and flexible approaches to the scheduling of rest periods.
(b) Each \textbf{clinical} unit has the flexibility to develop a process for scheduling \textbf{clinicians} for the total amount of rest and meal periods set forth in paragraph B.1 and B.2 above, subject to the following:

i. The process must be approved by the unit manager \textbf{Clinical Manager};

ii. The preferred approach is to relieve \textbf{clinicians} for two 15-minute rest periods and one 30-minute meal period within an 8-hour shift. \textbf{Clinicians} 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 \textbf{clinician} is not able to take a 30-minute uninterrupted meal period, the \textbf{clinician} will be paid for such 30 minutes. The \textbf{clinician} must inform his or her \textbf{Clinical Manager} supervisor if the \textbf{clinician} anticipates he or she they will be or actually is are unable to take such 30-minute uninterrupted meal period.

(c) In the event \textbf{clinicians} on in a particular unit or units have concerns about the implementation of this subparagraph B.3., the concern may be raised with the PCC 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 \textbf{clinician} and Home Health and Hospice may agree to a work schedule, other than those involving a basic workweek or basic workday. If either the \textbf{clinician} 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 clinician’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 clinician or
PHHH wishes to terminate such schedule agreement, the other will be given as much
advance notice as is reasonably possible and PHHH and the clinician 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 for non-exempt clinicians at one and
one-half (1 1/2) times the clinician’s regular straight time hourly rate of pay for all hours
worked in excess of:

1. Forty (40) hours in each basic workweek, or
2. Eight (8) consecutive hours, or eight (8) hours in each basic workday,
   except that hours worked in a prior workday because of a change in shift
   beginning time shall not be treated as overtime hours (This subsection shall not
   be used as a basis for changing a clinician’s scheduled starting time, without
   the clinician’s consent), or
3. Consistent with the requirements of the Fair Labor Standards Act, when a
   work schedule of eighty (80) hours in fourteen (14) consecutive days has been
   adopted, or
4. Those agreed to when different work schedules are selected under C
   above, except that hours worked in excess of thirty-six (36) hours in each
   workweek shall be paid at the overtime rate for (a) a clinician whose schedule
   consists exclusively of three (3) days each week, with each workday consisting of
   a twelve (12)-hour shift, or (b) a night shift clinician whose schedule consists
   exclusively of four (4) days each week, with each workday consisting of a nine
(9)-hour shift, provided in either situation that during the workweek the **clinician** works such number of days on the applicable shift.

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

F. A **clinician** will be expected to obtain proper advance authorization, except when not possible, for work in excess of the **clinician’s** basic workday or basic workweek. A clinician who has attempted to call, text, or message their 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 **clinician** may be required to remain at work beyond a **clinician’s** scheduled workday, subject to applicable limitations under state law or administrative rule. A clinician who reasonably anticipates the need for work in excess of their basic workday or basic workweek and 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 **clinician** to work beyond their scheduled workday. No **clinician** 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 clinician(s) 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 clinicians to work no more than one weekend every four weeks and, in any event, will not schedule clinicians 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 clinicians)</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 clinicians)</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 clinicians regularly not having a full patient visit load on
their weekend shift, the Staffing Committee will, upon request by individual
nurses clinicians, 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. For nurses, physical therapists, and hospice social workers, the
schedule of weekend work assignments for the following year will be posted by
August 1st. Those 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 clinician will not be required to work an
unscheduled weekend, except in emergencies in which case the clinician will be
paid the incentive set forth in Appendix A, Section M.

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

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

I. Clinicians 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 ($2\frac{1}{2}$) hours before the start of the nurse’s clinician’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 clinicians by the fifth of the month prior to the scheduled month. Each per diem clinician will submit to the clinician’s Clinical Manager and/or designee a list of the dates that the clinician 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 clinicians and that the clinicians retain the obligations to work as outlined in Article 1.

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

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

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

M. Alternate Assignments: For purposes of this Section, “alternate assignment”
means a partial or full patient assignment outside the clinician’s normally
assigned Clinical Nursing Unit
1. In the event that Home Health and Hospice determines that a qualified clinician or clinicians need(s) 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 clinicians will then be given the alternate assignment.
   
   (c) Those clinicians holding “float” positions or not otherwise serving as case managers will be given the alternate assignment.
   
   (d) If a clinician or clinicians are still needed to fill the alternate assignment, Home Health and Hospice will assign clinicians by a system of rotation among clinicians in adjacent teams. The system of rotation will be by reverse seniority of clinicians, 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 clinician who is given an alternate assignment will:

   (a) be given proper orientation to the clinical unit and team, including a list of the names and contact phone number for the Clinical Manager and
partner RN clinical manager if clinical manager is not an RN), regular clinician 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 clinician’s travel time and the type of patients to be cared for (new admissions, etc.);

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

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

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

3. Any clinician who feels that an alternate assignment created an undue hardship may raise such concern with the relevant Professional 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 an assignment that can include at least two (2) of the following: triage, field or referrals.

1. Home Health and Hospice will not schedule clinicians 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 clinician’s shift staffing needs change, it may be necessary to change a clinician’s work assignment to ensure the ability to meet urgent patient and family care needs. Volunteers will first be sought. If there are
no volunteers, a change will be made to a clinician’s assignment using an equitable system of rotation starting in reverse seniority.

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

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

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

1. Volunteers to take the time off shall be sought in the shift of the patient care clinical unit affected. Home Health and Hospice and a regular clinician volunteer may agree that the clinician will take the time off ahead of a per diem clinician on the same shift and unit. For purposes of the preceding sentence, a “same shift and unit” exists where both the volunteer and the per diem clinician on a shift of the same patient care clinical unit have the same starting and ending times for that shift.
2. Per diem clinicians on the shift of the patient care clinical unit affected will be assigned such time off using a system of rotation.

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

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

5. The remaining regular clinicians on the shift of the patient care clinical 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 clinician whose turn in the rotation it is, or when Home Health and Hospice cannot otherwise provide from among available and qualified clinicians 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 clinicians shall not suffer the loss of any fringe benefits as a result of not working all or part of one of their scheduled working days under this section. Agency, Sharecare or cross trained clinicians will not be assigned to work on the shift of a patient care unit that a clinician is not working as scheduled because of being assigned time off.
under this section, except when the clinician is not working as a result of volunteering to take the time off.

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 clinicians when determining appropriate caseloads. PCC will develop and recommend criteria by which PHHH 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 clinicians working less than a 1.0 full-time equivalent. Caseloads may be adjusted for patients located outside a clinician’s regular territory and other circumstances impacting the clinician’s workload and/or patient care.

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

Q. Inclement weather: If inclement weather conditions prevent a clinician from safely traveling to make home visits during all or a portion of the clinician’s scheduled workday, the inability of the clinician to perform such visits will not be considered an
occurrence under the Employer’s attendance policy and any impact to a clinician’s productivity will not result in corrective action or negatively impact the clinician’s performance review.
ARTICLE 7 - LEAVES OF ABSENCE

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

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

C. Regardless of eligibility for leave under PLO, FMLA, or OFLA, clinicians who have completed the first six months of employment are eligible for up to six months of leave to care for their own serious health condition and parental leave. This leave will be available on an intermittent basis, as long as the clinician also qualifies under PLO, FMLA, or OFLA; if the clinician does not qualify under PLO, FMLA, or OFLA, such leave will not be available on an intermittent basis. Time taken under PLO, FMLA, OFLA will count toward the six-month maximum. Benefits continue as required under PLO, FMLA, or OFLA, or as long as the clinician is using PTO or Short Term Disability (STD). Clinicians are not guaranteed reinstatement while on non-PLO, FMLA, or OFLA leave to the same position except (a) as required by law or (b) as stated in Sections J and K below.
D. **Armed Services Leave:** Leaves of absence for service in the Armed Forces of the United States will be granted in accordance with federal law. An employee on an Armed Forces Leave may use available PTO during such leave or may choose to take the leave unpaid.

E. A **clinician** will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a properly authorized leave of absence. A **clinician’s** anniversary date for purposes of wage increases and vacation accrual rates shall not be changed because of being on a leave for 30 days or less.

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

G. **Bereavement Leave:** A **clinician** who has a death in the **clinician’s** immediate family will be granted up to 3 (three) days’ time off with pay. A member of the **clinician’s** immediate family for this purpose is defined as the parent, grandparent, parent-in-law, spouse, child (including foster child), grandchild, sibling of the **clinician;** parent, child, or sibling of the **clinician’s** spouse; spouse of the **clinician’s** child; or other person whose association with the **clinician** was, at the time of death, equivalent to any of these relationships (including legal guardianships). Consistent with OFLA, **clinicians** may be off work for up to two (2) weeks to make funeral arrangements, attend the funeral, or to grieve a family member who has passed away. Such leave will be taken within sixty (60) days of the **clinician** learning of the death of the family member. **Clinicians** may use accrued leave to cover time off work beyond the three (3) days referenced in this section or **if they have 40 or fewer hours of accrued leave they may elect to take additional time off unpaid.**
H. **Jury Duty:** Clinicians who are required to perform jury duty will, if they request, be rescheduled to a comparable schedule on day shift during the Monday through Friday period and be permitted the necessary time off from such new schedule to perform such service, for a period not to exceed two (2) calendar weeks per year. A clinician who is required to perform jury duty will be paid the clinician’s regular straight-time pay for the scheduled workdays missed, provided that they have made arrangements with the clinician’s supervisor/manager in advance. If the clinician receives $100 or more per day in remuneration for serving jury duty, then the clinician will be paid the difference between the clinician’s regular straight-time pay for the scheduled workdays missed, and the jury duty pay. The clinician must furnish a signed statement from a responsible officer of the court as proof of jury service.

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

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

(Leaves of absence for educational purposes are also referred to in the Professional Development article of this Agreement.)
ARTICLE 8 - HEALTH AND WELFARE

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

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

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

D. Each actively working regular clinician will participate in the benefit program offered to a majority of Home Health and Hospice PHHH’s other employees, in accordance with their terms and Appendix C. From the Providence benefits program, the clinician will select: (1) a medical coverage (Health Reimbursement Medical Plan, or Health Savings Medical Plan and effective January 1, 2020, or the Exclusive Provider Organization (EPO) Plan will be added as a third plan option); (2) dental coverage (Delta Dental PPO 1500 or Delta Dental PPO 2000), (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care Flexible Spending Account (FSA), (7) day care Flexible Spending Account (FSA), (8) long term disability coverage, and (9) short term disability; and (10) vision coverage. Home Health and Hospice PHHH will offer all such benefits directly or through insurance carriers selected by Home Health and Hospice PHHH.

Clinicians who transfer from other Providence employers within Oregon to benefit-eligible positions at Home Health and Hospice PHHH will retain their current medical benefits, including any benefit selections for the year and any account balances.
E. Providence will provide a short-term disability and paid parental leave benefit effective with the pay period beginning Sunday, Jan. 5, 2020. Short-term disability and paid parental leave will be paid at 65% of the employee’s base rate of pay plus shift differential plus certification premium, including clinical ladder, if applicable. NOTE: Moved to Art. 3, PTO

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

F. For the term of the collective bargaining agreement, the Medical Center Home Health and Hospice PHHH will not charge or create any significant or material newly contemplated never before charged fee for the medical, dental and vision insurance plans.
ARTICLE 14 - PROFESSIONAL NURSING CARE COMMITTEE

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

1. Subcommittees: There shall be three Subcommittees to the PCC: Professional Nursing, Professional Therapy Care, and Professional Social Work and Bereavement Counseling. The clinicians shall elect from the bargaining unit members in that profession the members of that profession’s Subcommittee, with at least one representative from each of Home Health and Hospice (where applicable).

2. There shall be no more than seven (7) members of the Professional Nursing Subcommittee, six (6) members of the Professional Therapy Care Committee, and four (4) members of the Professional Social Work and Bereavement Counseling Subcommittee.

3. Subcommittees shall meet once per quarter to discuss the professional issues relating specifically to their profession.

B. Composition: The nurses in the bargaining unit shall elect from its membership not to exceed six (6) members of the unit (at least two from each department) who Two members of each subcommittee shall be elected by that subcommittee to serve on constitute the Professional Nursing Care Committee. The PCC shall appoint a Chair and a Secretary and inform management of the appointments.

C. PCC Committee Meetings: This Committee The PCC shall meet twice each quarter, in months that the subcommittees Nursing Tasking Force does not meet, and at such times so as not to conflict with the routine duty requirements. Each PCC Committee member shall be entitled to up to two-(2)-paid hours per month eight hours per quarter at the nurse’s clinician’s regular straight-time rate, not including shift
differential, for the purpose of preparing for, attending, and following up on PCC Committee meetings. Provided, that during the first twelve (12) months following ratification of this Agreement, each Committee member shall be entitled to three paid (3) hours per month (or a maximum total of 144 hours per year for all Committee members). The Chair and Secretary of the PCC shall be entitled to an additional four (4) hours per quarter to be shared between them for producing meeting minutes, further preparation and follow up tasks.

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

D. The PCC and subcommittees Committee shall prepare an agenda and keep minutes for all of its their meetings, copies of which shall be provided to PHHH’s Home Health and Hospice’s designated management nurse executives within five (5) seven (7) days after each meeting. This requirement may be met by posting the agenda and minutes electronically in an area known and accessible to management.

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

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

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

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

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

1. Termination, except for a nurse clinician 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 clinician home health or hospice 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 clinicians hired as of January 1, 2007.

2. For home health and hospice nurses previously employed in that capacity by Providence Portland Medical Center (PPMC), Providence Saint Vincent Medical Center (PSVMC), or Providence Newberg Medical Center (PNMC) through December 31, 2006, seniority shall mean the length of continuous employment as a nurse by Providence Health System beginning with the nurse’s employment by PPMC, PSVMC, or PNMC. For clinicians who received seniority credit for employment other than that with Providence Home Health and Hospice prior to ratification of the agreement, that seniority credit will be honored. (PHHH not proposing this highlighted language. It is from ONA’s 6/6/2023 proposal. PHHH would like clarification on what is meant/desired by this language)
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 clinician’s time worked outside of a position currently included in the bargaining unit.

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

D. Vacancies and Promotions.

1. When Home Health and Hospice intends to fill a general duty vacancy or promotional position within the bargaining unit, it will email all bargaining unit clinicians in addition to posting the vacancy electronically 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 or case manager role and assigned territory, if applicable), shift and FTE. A nurse clinician who desires to fill such vacancy may apply in writing and, if the nurse clinician applies during such seven (7) day period, shall be eligible for the opportunity under C above. A nurse clinician who applies in writing for the vacancy within six (6) months
before it is posted shall be deemed to have applied during the seven (7) day period. Vacant unit positions shall be offered first to employees within 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 clinician mutually agree, not more than once per calendar year, to increase or decrease the nurse clinician’s scheduled hours per week by no more than one (1) shift. If two or more nurses clinicians 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 clinician will be given preference, provided the nurse clinician 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 clinician and the nurse’s clinician’s total number of seniority hours and seniority start date.
LETTER OF UNDERSTANDING ELECTRONIC VISIT VERIFICATION

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

1. **The EVV tool will be implemented when required by the state of Oregon and/or Washington.** The anticipated start date is January 1, 2024, but that date is subject to change as determined by Oregon or Washington. If the states select different implementation dates, the EVV tool will be implemented on the earlier date. The EVV tool pilot will begin Friday, June 30, 2023. Volunteers will be sought to pilot the tool and provide feedback to the Task Force. At least one volunteer to pilot will be selected by the Association. A minimum of one volunteer per discipline will participate ensuring that all disciplines are represented. If a discipline has no volunteers, one will be selected by PHHH. The Task Force will review the feedback provided and develop recommendations to PHHH prior to full implementation.

2. At implementation, clinicians will be required to use the **EVV tool** for all Home Health patient visits. Clinicians will be required to use the EVV tool to document those items required by law and PHHH policy.

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

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

5. **This Letter of Understanding does not apply to clinical documentation.**