ARTICLE 1 - RECOGNITION AND MEMBERSHIP

A. Home Health and Hospice recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by Home Health and Hospice as home health and hospice nurses, including when serving in a charge capacity in the Portland metropolitan service area (including Clark County, WA and the historic Yamhill service area) and Yamhill, Oregon, service areas, excluding coordinators, specialty pharmacy/infusion, Sisters of Providence, administrative and supervisory personnel, and all other employees.

B. Definitions:

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

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

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

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

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

(a) For purposes of low census, alternate assignment, weekend and holiday rotation, a Nursing Unit is defined as: Home Health East, Home Health West, Home Health Yamhill, Home Health South, Home Health North, Home Health Access, Home Health After Hours, Home Services Liaisons, Hospice East, Hospice West, Hospice Access/Referral and Triage, Hospice Access/Field and After Hours. The Task Force may
review unit definitions if issues arise with low census and may make modifications with mutual agreement of Home Health and Hospice and ONA.

(b) For purposes of a reduction in force and job bidding, a Nursing Unit is defined as Home Health field (including Home Health Access field), Hospice field (including Hospice Access field), Home Health Access office staff, Hospice Access office staff, and Home Services Liaisons.

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

7. Part-time Nurse - Any nurse who is regularly scheduled to work twenty-four (24) or more hours per week, but less than forty (40) hours per week (or 3 twelve (12)-hour shifts per week).

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

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

(a) The nurse must be available for at least four (4) shifts during each 28-day or monthly schedule period, except that a nurse may completely opt out of one (1) work schedule each calendar year, provided the nurse notifies Home Health and Hospice in advance of the preparation of the work schedule;
(b) The four (4) available shifts must include two (2) weekend shifts, as assigned by Home Health and Hospice, if those shifts are regularly scheduled in the unit where the nurse is to be assigned;

(c) A per diem nurse will not be required to work more than one (1) holiday in a calendar year. The assigned holiday will be rotated between winter (New Year’s Day, Martin Luther King Jr. Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day), in alternate calendar years; and

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

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

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

C. Membership and Financial Obligations:

1. The following provisions apply to any nurse hired before December 14, 2009 (“Effective Date”): Membership in the American Nurses Association
(a) By the 31st calendar day following the day that the nurse begins working, each nurse must do one of the following, as a condition of employment:

i. Become and remain a member in good standing of the Association and pay membership dues (Association member); or

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

iii. Exercise his/her right to object on religious grounds. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and Home Health and Hospice. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

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

(c) A nurse should notify the Association’s Membership Coordinator, in writing, of a desire to change his or her status under the provisions of 2. (a) above by mail, to the business address for the Association.
(d) The Association will provide Home Health and Hospice with copies of at least two notices sent to a nurse who has not met the obligations to which he/she is subject, pursuant to this Article. The Association may request that Home Health and Hospice terminate the employment of a nurse who does not meet the obligations to which he/she is subject, pursuant to this Article. After such a request is made, Providence will terminate the nurse’s employment no later than fourteen (14) days after receiving the written request from the Association. Home Health and Hospice will have no obligation to pay severance or any other notice pay related to such termination of employment.

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

4. Association will indemnify and save Home Health and Hospice harmless against any and all third-party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by Home Health and Hospice in connection with, this Article.

5. The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in this Article.
6. Home Health and Hospice will distribute membership informational material provided by Association to newly employed nurses. Such material will include Association's form authorizing voluntary payroll deduction of dues, if such form expressly states that such deduction is voluntary, and a copy of this Agreement.

7. During the nursing orientation of newly hired nurses in Home Health and Hospice, if any, Home Health and Hospice will, on request of Association, provide up to 30 minutes for a bargaining unit nurse designated by the Association to discuss Association membership and contract administration matters. Home Health and Hospice will notify Association or its designee of the date and time of this orientation, at least two (2) weeks in advance. During the first 30 days of the newly hired nurse's employment, a bargaining unit nurse designated by the Association may arrange with the newly hired nurse for 15 minutes to discuss Association membership and contract administration matters. In either situation, if the designated nurse has been released from work for this orientation, the time will be compensated as if worked. A newly hired nurse involved in this orientation will be released from otherwise scheduled work and will be paid for this released time.
ARTICLE 13 - PROFESSIONAL DEVELOPMENT

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

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

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

D. Home Health and Hospice endorses the concept of professional improvement through continuing professional education. Home Health and Hospice may grant
unpaid educational leaves of absence of up to one (1) year. Extensions of time beyond one (1) year may be granted at the discretion of Home Health and Hospice. Paid educational leaves of absence will be granted consistent with prudent Home Health and Hospice management. Home Health and Hospice will attempt to offer educational leave opportunities to as broad a spectrum of its nurses as practicable under existing circumstances.

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

1. Eight (8) Sixteen (16) hours of paid educational leave for use by each full-time nurse, each part-time nurse, and each per diem nurse who worked at least 700 hours in the preceding calendar year, to attend educational programs on or off Home Health and Hospice premises which are related to clinical nursing matters where attendance would be of benefit to both Home Health and Hospice and the nurse. Use of this paid leave will not negatively impact nurses' productivity goals.

2. Effective January 1, 2023, up to 800 hours of paid educational leave, to be allocated quarterly (200 hours per quarter), for use by full-time and part-time nurses as a group to attend educational programs on or off Home Health and Hospice premises which are related to clinical nursing matters where attendance would be of benefit to both the Home Health and Hospice and the nurse.

(a) The first year's educational leave shall be available for use in the calendar year in which the nurse reaches his/her first anniversary date of employment as a nurse but may not be used until after such anniversary date. Each subsequent calendar year's educational leave shall be available for use during such calendar year.
(b) Specific programs are subject to prior approval by Home Health and Hospice. Requests for educational leave and Home Health and Hospice's response will be in writing on Home Health and Hospice's form(s). If a request for educational leave is not approved, the nurse may ask the Professional Nursing Care Committee to review the request. The PNCC will review the request and forward its recommendation and explanation to the executive director in charge of the nurse's unit. The executive director's decision will be final and binding on all concerned.

(c) Educational leave not used by nurses in the applicable year shall be waived, except that if the reason for not using the educational leave in the year is that it was not approved by Home Health and Hospice, after having been requested no later than one (1) month before the end of such year, the waiver shall not become effective until three (3) months following the end of such year.

(d) Upon return from an educational leave, the nurse will, upon request by Home Health and Hospice, submit a report or make an oral presentation for the purpose of sharing the contents of the educational program.

F. Nurses shall make reasonable efforts to complete mandatory education (such as HealthStream) and the annual nursing evaluation during regularly scheduled shifts. If there is difficulty in finding adequate uninterrupted time away from patient care duties to complete mandatory education or the nursing evaluation, the nurse may bring this difficulty to the attention of his or her their supervisor or core leader manager. The nurse and the manager core leader will then work together to schedule a reasonable amount of paid time away from patient care, consistent with patient care needs, for the nurse to complete the education or evaluation.
G. Nurses may participate in Home Health and Hospice's tuition reimbursement program offered to a majority of Home Health and Hospice's employees who are not in a bargaining unit, in accordance with its terms. Notwithstanding the previous sentence, the maximum tuition reimbursement amount will not be reduced from $5,250 in a calendar year for full-time nurses and $2,625 in a calendar year for part-time nurses.

H. Washington License.

1. Home Health and Hospice will pay for costs associated with the initial licensure and subsequent renewal of a Washington registered nursing license for nurses licensed in Oregon who are required by Home Health and Hospice to work in Washington, retroactively to February 2020.

2. Home Health and Hospice will pay for all time performing work, including the time spent on administrative tasks, to obtain and renew the Washington license (e.g. fingerprinting, drive time, testing, etc.).

3. Home Health and Hospice will compensate each nurse for the two (2) Continuing Education (CE) units in the Washington State Nursing Jurisprudence Module, prior to the nurse completing the second WA license process. Each nurse will be paid their hourly rate (plus applicable shift, certification, and clinical ladder differentials) for each of the 2 CE units. This is in addition to any other paid education hours already covered by the Agreement. In addition, Home Health and Hospice will pay for the cost of the course.

4. Home Health and Hospice will compensate each nurse for the six (6) CE units for the suicide prevention training. Each nurse will be paid their hourly rate (plus applicable shift, certification, and clinical ladder differentials) for each of the 6 CE units. This is in addition to any paid education hours already covered by the Agreement. In addition, Home Health and Hospice will pay for the cost of the course.
5. Home Health and Hospice will provide an additional eight (8) education hours per year for WA licensed nurses. This is in addition to any paid education hours already covered by the Agreement. Home Health and Hospice will provide a $200 annual education stipend to cover the costs of additional Washington-specific education requirements.
LETTER OF AGREEMENT ON PRODUCTIVITY

A. Productivity and Patient Care. The parties recognize that maintaining adequate productivity is necessary to the essential operations of Home Health and Hospice, and that each nurse's productivity is a key part of that nurse's overall performance. The parties also recognize that productivity goals should appropriately balance workload and patient care. Hopefully, nurses can reasonably attain these goals while providing high quality, patient-focused care. Accordingly, productivity goals will incorporate visit complexity, travel time, consultation, and other factors that affect the time required to deliver complete patient care.

B. Home Health Nurse Productivity Goals. The parties agree to the following productivity goals for Home Health Nurses:

<table>
<thead>
<tr>
<th>Points/Pay-Period Goals</th>
<th>1.0 FTE</th>
<th>0.9 FTE</th>
<th>0.8 FTE</th>
<th>0.75 FTE</th>
<th>0.7 FTE</th>
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<td>44</td>
<td>41.25</td>
<td>38.5</td>
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</tr>
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</table>

C. Home Health Nurse Visit Weights. The parties agree to the following visit weights for Home Health Nurses:

<table>
<thead>
<tr>
<th>Visit Type</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repeat Visit</td>
<td>1</td>
</tr>
<tr>
<td>OASIS &amp; Non-OASIS Resumption of Care</td>
<td>2.5</td>
</tr>
<tr>
<td>Non-OASIS Start of Care</td>
<td>3</td>
</tr>
<tr>
<td>OASIS Start of Care</td>
<td>3.5</td>
</tr>
<tr>
<td>Secondary Evaluation</td>
<td>2</td>
</tr>
<tr>
<td>OASIS &amp; Non-OASIS Recertification</td>
<td>2</td>
</tr>
<tr>
<td>OASIS &amp; Non-OASIS Agency Discharge</td>
<td>2</td>
</tr>
<tr>
<td>Complex Visit</td>
<td>1.5-2.5</td>
</tr>
<tr>
<td>Discipline Discharge</td>
<td>1.5</td>
</tr>
<tr>
<td>Virtual Visit</td>
<td>1</td>
</tr>
<tr>
<td>Home Health Aide/LPN Plan of Care</td>
<td>0.5</td>
</tr>
<tr>
<td>Telephone Encounter</td>
<td>0.25</td>
</tr>
</tbody>
</table>

Non-billable visits will receive the same point valuable as billable visits of the same type.

D. Visit Complexity. Nurses will assess visit complexity on a scale of 1-4. Non-complex repeat visits will be deemed a 1 on the complexity scale and receive 1 point. Complex visits will receive the following points according to the nurse's assessment of visit complexity:

<table>
<thead>
<tr>
<th>Complexity Scale</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>1.5</td>
</tr>
</tbody>
</table>
No later than 90 days following ratification, the Staffing Committee will implement a tool for assessing visit complexity using a 1-4 scale. MHRN, PCRN, and CWON visits will all be deemed complex visits.

**E. Additional Home Health Productivity Points.** In addition to the points per visits outlined in Section D, nurses will receive points for the following:

- **Case Management:** 4 Points per pay period per 1.0 FTE
- **Consultation:** Wound Ostomy Nurses will receive 10 points per pay period per 1.0 FTE for time spent on wound, ostomy, and continence consultation
- **Travel:** 0.5 Point per 20 miles driven or half hour of drive time
- **Education:** 2 Points per pay period for emails, newsletters, and other employer communications
- **Education:** Additional 1 point per hour spent on documented educational activity or meeting (including team meetings, branch meetings, committee meetings)
- **Scheduling:** 1 point for each day with more than one change after 8:00 AM
- **Additional Tasks:** Tasks that are perceived to be added to the workflow of nurses will be discussed and approved by Staffing Committee prior to implementation and assigned a productivity point value by mutual agreement of the Task Force

**F. Hospice Productivity.** Home Health and Hospice may not change existing productivity requirements for Hospice nurses without the consent of the Association.

**G.B.** The Professional Nursing Care Committee and the Staffing Committee may make recommendations on productivity to the Task Force as described in Article 24.14.F. Any such recommendation will be considered in accordance with Article 21.

**H.C.** The parties also recognize that there are many factors that can detract from an individual nurse’s productivity, and that many of those factors are outside of the control of the individual nurse.

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

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

If a nurse believes that the nurse's productivity has been adversely impacted by any of these or similar factors, the nurse is encouraged to bring those factors to the attention of the nurse's manager.

If a nurse has reported such instance(s) and, after consultation, it is determined by the manager demonstrated that those instance(s) did cause the nurse to not meet productivity, that nurse will not be put on a work plan, disciplined or terminated, nor will the nurse have the failure to meet productivity considered in their performance evaluation or any determination of qualification for merit.
MEMORANDUM OF UNDERSTANDING ON CLINICAL LADDER

A. The Clinical Ladder Board will operate consistent with this agreement and its charter. The charter will be consistent with the Association Collective Bargaining Agreement.

B. In order to avoid potential conflicts of interest, any work done by Clinical Ladder Board members on the Clinical Ladder may not be used as a submission for that nurse’s Clinical Ladder project.

C. As of ratification of this agreement the incumbent Clinical Ladder Board members will be recognized as the Clinical Ladder Board. As members are lost to attrition and to fill any existing vacancies, Clinical Ladder Board members will be selected by vote of the Professional Nursing Care Committee members.

D. Clinical Ladder Board members will be full members of the Association.

E. Once each quarter, each Clinical Ladder Board member will be compensated for their actual time spent in packet review and other program related meetings, up to a total of forty (40) forty-two (42) hours per year. In addition, each Clinical Ladder Board member will receive a stipend of $200 for each full quarter they act as a Board member. The Board Chair and Chair Elect will receive $300 per quarter to reflect their time spent attending other program-related meetings, providing mentoring, and organizing the program.

F. The Clinical Ladder Board shall prepare an agenda and keep minutes of all meetings. Copies of the meeting minutes shall be provided to the Directors of Home Health and Hospice and the Association upon request.

G. The Clinical Ladder Board will report the Clinical Ladder submission results to the nearest Task Force meeting.

H. Any nurse who wishes to attend a meeting during open session may do so. Advance notice to the Board is encouraged when possible. The Board may have times when they hold executive session which will not be open to nurses.

I. Training: Four sixty (60) minute trainings for nurses interested in participating in the revised Clinical Ladder Program will be provided by the Clinical Ladder Board
members. Board members and participants will be paid for time spent in such training sessions.

J. The parties agree to form a Clinical Ladder Improvement Committee comprised of two (2) Clinical Ladder Board Members and one (1) other Association representative and up to three (3) Employer representatives to develop and recommend improvements to the Clinical Ladder Program design, Board structure, requirements and pay premiums. Employee representatives will be paid for up to ten (10) meetings of two (2) hours each which may be held during or outside regular working hours. To reach a consensus decision, more than 50% of the Clinical Ladder Improvement Committee members must agree to a change in the Ladder, including changes in the structure of the Clinical Ladder Board. If the committee cannot reach consensus, decisions will be made by a majority vote of all ONA nurses. The Committee will attempt to resolve any individual concerns about the process and any other disputes that may arise under the program.

The Committee will begin meeting no later than September 30, 2017, unless a later date is agreed upon by the parties. The recommendations of the Committee shall be a subject of bargaining.
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, a $2.00 increase to all steps.*

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

*Effective the first full pay period following 1/1/2024: 1.5% across the board increase.*

*Effective the first full pay period following 1/1/2025: 1.5% across the board increase.*

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<th>Year 2 Rate 1/1/2024</th>
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<td>16</td>
<td>$52.32</td>
<td>$53.63</td>
<td>$54.97</td>
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<td>$52.70</td>
<td>$54.02</td>
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<td>18</td>
<td>$53.63</td>
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<td>$56.34</td>
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<td>19</td>
<td>$54.46</td>
<td>$55.82</td>
<td>$57.22</td>
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<td>$55.27</td>
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<td>22</td>
<td>$55.79</td>
<td>$57.18</td>
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<tr>
<td>23</td>
<td>$55.94</td>
<td>$57.34</td>
<td>$58.77</td>
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</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 **second** 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): $4,800 $2,000
   Part-Time nurses (as of the paydate): $1,200 $1,500

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 3.50) per hour in addition to their applicable hourly rate of pay. The Charge Nurse differential shall be paid exclusively for hours worked and shall not be included in any other form of compensation or benefits.

E. Shift differentials:

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

G. 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 or $1.25 per hour worked.

5. No weekend differential will be paid for any unworked hours or for any hours to which the incentive shift differential applies under N below.
6. Nurses who work the different weekend shift start time as defined in Article 5.1. 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 their 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 their 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 three four dollars ($4.00) ($3.00) per hour worked as a preceptor. A preceptor is a nurse who is designated by her/his their 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 (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, that there shall not be less than one certification recognized for each area covered by this Agreement, including but not limited to the following:
### Area | Certification
--- | ---
Home Health | ANA Medical/Surgical Nursing  
| National Oncology Nurses Society  
| Diabetes Nurse Educators' Association  
| ANA Gerontology  
| Certified Neuro Registered Nurse  
| Mental Health  
| Cardiovascular Nursing  
| **Hospice and Palliative Care**  
| **ANCC Pain Management Nurse**  
| **Certified Continence Care Nurse**
Home Health | ANA Maternal and Child Nurses
Pediatric Nurses |  
| Hospice | Hospice and Palliative Care  
| American Board of Nursing Specialties  
| **National Oncology Nurses Society**  
| **ANA Gerontology**

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.