APPENDIX B -- CERTIFICATION AND CLINICAL LADDER

A. Certification differential: A nurse who meets the requirements of this section shall receive a two dollars and fifty seventy-five cents ($2.50 2.75) per hour certification differential.

1. The nurse must have a current nationally recognized certification on file with Home Health and Hospice for the area where the nurse works a significant number of hours. The certification differential will be paid beginning with the first full pay period following the nurse’s submission of the certification or proof of certification (e.g. positive exam result), and will not be paid retroactively, unless the employer unreasonably delays processing the certification. If the nurse allows his or her certification to expire, eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to Home Health and Hospice of certification renewal before that date. If the proof is submitted to Home Health and Hospice after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

2. A nurse will be deemed to have worked a significant number of hours in the area if at least one-half of the nurse’s hours worked are in that area. Home Health and Hospice may, in its discretion, determine that some lower proportion of hours worked in an area qualifies as a significant number of hours worked for the purposes of this section.

3. Only one certification and one certification differential will be recognized at a time for the purposes of this section.

4. On the recommendation of the PNCC or otherwise, Home Health and Hospice may, in its discretion, specify areas and certifications provided, however, there shall not be less than one certification recognized for each area covered by this Agreement, including but not limited to the following:
The Hospice department will also recognize the National Oncology Nurses Society and the ANA Gerontology certifications for those nurses who hold such certifications as of August 2007.

B. **Required Wound Ostomy Nurse Certification:** In addition to certification pay for any optional certification identified in Section A, Wound Ostomy Nurses will receive a two dollar and seventy-five ($2.75) per hour certification differential for obtaining and maintaining their required certification as a Certified Wound Care Nurse and Certified Ostomy Care Nurse.
C. **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, except as modified herein. The compensation for Levels I, II, III, and IV are, respectively, $1.75, $3.00, $5.00, $6.00 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.

D. **Additional Education Leave:** Nurses approved for, and participating at Level I, 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 as follows:

1. Level I: 8 hours
2. Certification & Level II: 16 hours
3. Level III and IV: 32 hours

E. **Educational Expense Reimbursement.**

1. Home Health and Hospice will reimburse nurses for the fee(s) (such as exam or application fees) associated with obtaining both required and 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 I, 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) Level I: $150
(b) Certification & Level II: $300
(c) Level III: $600
(d) Level IV: $700
(e) Certified Nurses or Level II or III: up to two hundred and fifty dollars ($250.00).

(b) Level IV Nurses only: $350.

F. Educational Leave for WOCN Society Annual Conference: Each Wound Ostomy Nurse will have paid education leave available to attend the duration of the WOCN Society Annual Conference at least every other year. No Wound Ostomy Nurse will be denied access to this education leave if they are eligible. Each Wound Ostomy Nurse will be reimbursed by PHHH for the full expense of attendance at the WOCN Society Annual Conference at least every other year should they choose to attend. Full expenses include registration, flight, hotel, and meals for the duration of the Conference. In any year where a Wound Ostomy Nurse utilizes paid educational leave to attend the WOCN Society Annual Conference, that Wound Ostomy Nurse will not be eligible to utilize the pool of 800 available education hours as described in Article 13.E.2.
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 meetings, up to a total of thirty-two (32) 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.
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, the nurse 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 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, 2010, 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 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 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 or the two (2) Continuing Education (CE) units in the Washington State Nursing Jurisprudence Module, prior to the nurse completing the initial 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.
ARTICLE XX – PAID LEAVE OREGON

A. Keeping Nurses Whole: For the full duration of an approved leave of absence under Paid Leave Oregon (PLO)/Oregon Family Medical Leave Insurance (OFMLI), Home Health and Hospice will top-off wage replacement to 100% of the nurse’s regular rate of pay plus applicable shift, certification, and clinical ladder differential at the time of the leave, without the nurse’s use of PTO or EIT hours.

B. Payroll Contributions: Home Health and Hospice shall pay any employer and employee assessments required by the State of Oregon as part of any implementation of PLO/OFMLI under ORS Chapter 657B. The employees do not have the option of receiving the assumed amount directly. Employee compensation shall not be reduced, and Home Health and Hospice shall provide the additional amounts necessary to make all contributions required under the PLO/OFMLI program.

c. Equivalent Plan: In the event Home Health and Hospice elects to provide an Equivalent Plan under ORS Chapter 657B, Home Health and Hospice shall assume and pay any amounts required under that equivalent plan for both employer and employee contributions. There shall be no deduction in pay as a result of Home Health and Hospice participating in an Equivalent Plan. In the event Home Health and Hospice elects to provide an Equivalent Plan, and the plan is subsequently no longer designated as an Equivalent Plan, Home Health and Hospice shall be solely responsible for any assessments from the State of Oregon for such a change in designation.

D. Coordination of Benefits: Home Health and Hospice shall not reduce any paid benefits, such as PTO, by any amounts reported as distributed by the PLO/OPFLI program. There shall be no change to employee entitlement to receive any type or amount of benefit under this contract as a result of employee participation in the PLO/OPFLI or any Equivalent Plan.
ARTICLE 3 - PAID TIME FF

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 nurses, 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 with an FTE of 0.5 – 1.0 will accrue PTO as follows:

1. From and after the nurse’s most recent date of employment until 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 nurse);

2. From and after the nurse’s third (3rd) anniversary of continuous employment until 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 nurse);

3. From and after the nurse’s fifth (5th) anniversary of continuous employment until 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 nurse);

4. From and after the nurses’ tenth (10th) anniversary of continuous employment until the nurses’ 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 nurse);
5. From and after the nurses’ 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 nurse);

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

6. 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-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.

1. Regular nurses working an FTE based upon an eight (8) hour shift or a forty (40) hour workweek (or variant thereof) will accrue PTO at the following rates:

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>PTO Accrual per Paid Hour</th>
<th>PTO Accrual per Year per 1.0 FTE</th>
<th>Maximum PTO Accrual per 1.0 FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.1057 hours</td>
<td>220 hours</td>
<td>330 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.11538 hours</td>
<td>240 hours</td>
<td>360 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.13462 hours</td>
<td>280 hours</td>
<td>420 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.15384 hours</td>
<td>320 hours</td>
<td>480 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.16153 hours</td>
<td>336 hours</td>
<td>504 hours</td>
</tr>
</tbody>
</table>

2. Regular nurses working an FTE based upon a nine (9) or twelve (12) hour shift or a thirty-six (36) hour workweek (or variant thereof) will accrue PTO at the following rate:
<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>PTO Accrual per Paid Hour</th>
<th>PTO Accrual per Year per 0.9 FTE</th>
<th>Maximum PTO Accrual per 0.9 FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>0.10683 hours</td>
<td>200 hours</td>
<td>300 hours</td>
</tr>
<tr>
<td>3 to less than 5 years</td>
<td>0.11966 hours</td>
<td>224 hours</td>
<td>336 hours</td>
</tr>
<tr>
<td>5 to less than 10 years</td>
<td>0.13889 hours</td>
<td>260 hours</td>
<td>390 hours</td>
</tr>
<tr>
<td>10 to less than 15 years</td>
<td>0.15812 hours</td>
<td>296 hours</td>
<td>444 hours</td>
</tr>
<tr>
<td>15 or more years</td>
<td>0.16453 hours</td>
<td>308 hours</td>
<td>462 hours</td>
</tr>
</tbody>
</table>

3. 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.

C. **Definition of a Paid Hour:** A paid hour under B above will include only (1) hours directly compensated by Home Health and Hospice, and (2) hours not worked on one of a nurse’s scheduled working days in accordance with Article 5-NO (Daily Reduction in Hours) of this Agreement, and (3) hours compensated through third parties; 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 nurse.

D. **Pay:** PTO pay will be at the 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 nurses may participate in Home Health and Hospice’s PTO Share Program consistent with the policy then in effect.
F. Scheduling: In scheduling PTO, Home Health and Hospice will provide a method for each eligible 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 nurses within a unit request given dates for PTO, for a 12-month period beginning each January than 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 nurses within the unit who submit their requests by the last day of September 30 and in order of Home Health and Hospice’s receipt of the written requests for nurses within the unit who submit their requests on or after September 30 March 1, except that 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, Home Health and Hospice will not revoke an approved PTO request, nor require a nurse to replace himself or herself 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. Home Health and Hospice will work with the Task Force to determine a process for each 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 nurses on a unit to have input into the process.

4. Except as noted above, 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 nurses on a particular 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.

G. Use:

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

2. PTO will be used for any absence of a quarter hour or more, except that the nurse may choose to use or not to use PTO for time off:

   (a) Under Article 5-NO (Daily Reduction in Hours) of this Agreement, by making the appropriate entry on the nurse’s time card; if the nurse chooses to use PTO under this paragraph, the nurse may change to non-use of PTO for the number of hours worked by the 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 nurse’s FTE level, by giving Home Health and Hospice written notice of the change before the end of the same pay period;

   (b) For leaves of absence under applicable family and medical leave laws if the nurse’s accrued PTO account is then at 40 hours or less;

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

(e) Under (c) and (d) above, the nurse will make herself/himself available for assignment to work the remaining hours of the regularly scheduled shift.

3. PTO may be used in addition to receiving workers’ compensation benefits if EIT is not available, up to a combined total of PTO, EIT (if any), and workers’ compensation benefits that does not exceed two-thirds (2/3) 100 percent of the nurse’s straight-time pay plus applicable shift, certification, and clinical ladder differentials for the missed hours. Effective January 5, 2020, nurses can choose to have available PTO hours used to supplement workers’ compensation benefits up to 100 percent of pay while out on an approved leave.

4. Effective January 5, 2020, available PTO hours can also be used to supplement short-term disability and paid parental leave Paid Leave Oregon (PLO) benefits up to 100 percent of pay for the life of the claim or until PTO is exhausted.

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

6. Home Health and Hospice will honor the accrued PTO and EIT balances of nurses who transfer their employment to Home Health and Hospice from other Providence employers within Oregon.
H. **Change in Status:** A nurse’s unused PTO account will be paid to the nurse in the following circumstances:

1. Upon termination of employment, in cases of resignation, if the nurse has also provided the required notice of intended resignation. **In cases of resignation,** the nurse must provide the required two (2) weeks' notice of intended resignation to receive the full PTO pay out. If less notice is given, Home Health and Hospice will deduct an equivalent number of PTO hours from the nurse’s PTO account as the nurse would have worked in the remaining notice period. In cases of bona fide emergency which preclude the nurse from being able to give the required notice, not 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 will provide a fully paid Short Term Disability and Paid Parental Leave benefit effective the first full pay period following 1/1/2020. For benefits-eligible nurses, Short term disability and/or paid parental leave benefits will be paid at 65% of the employee’s base rate of pay plus shift differential plus certification premium, including clinical ladder, at the time of the leave, if applicable.

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

1. When a nurse is scheduled to work an observed holiday and requests time off, PTO will be used for the time off. However, if the nurse, with the manager’s approval, works (or if the nurse requests but is not assigned to work) a substitute day in the same workweek, the nurse is not required to use PTO for the holiday.
2. If a nurse works on an observed holiday, the nurse will be paid one and one-half times (1 ½ x) the 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, nurses in departments units that are regularly scheduled only Monday through Friday (Wound Ostomy Nurses, Mental Health Nurses, Palliative Care Nurses) will observe the holiday on the Friday or Monday that is closest to the holiday and designated by 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 nurse’s first six (6) months of employment and the 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 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 2nd – January 1st. Home Health and Hospice will make every effort to rotate holidays so that a 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.

Home Health and Hospice will request input from the nurses in creating the holiday schedule, and will post the holiday schedule.

K. PTO Cash Out: A nurse may cash out up to 30% of their PTO balance up to two (2) times per rolling year. To cash out their PTO, the nurse must notify Home Health and Hospice of the amount of hours they would like to cash out by the end of the pay period prior to the pay period for which they would like to receive the
cash value of their PTO. PTO will be cashed out consistent with Section D above.
ARTICLE 7 - LEAVES OF ABSENCE

A. Leaves of absence without pay may be granted to regular nurses, who have been continuously employed for at least six (6) months, at the option of Home Health and Hospice for good cause shown when applied for in writing in advance, except that no leaves of absence other than for health (including maternity and 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 nurse 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. Paid Leave. Family Medical Leave and Oregon Family Leave Parental, and family medical, 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 will permit a nurse who is approved for a leave under the Oregon Family Leave Act (“OFLA”) such leave to use accrued PTO and EIT to care for himself/herself and/or qualifying family members, as outlined in the provisions of OFLA applicable law and this Agreement. For the full duration of an approved leave of absence under PLO, Home Health and Hospice will top-off wage replacement to 100% of the nurse’s regular rate of pay plus applicable shift, certification, and clinical ladder differential, without the nurse’s use of PTO or EIT hours.

C. Regardless of eligibility for leave under PLO, FMLA, or OFLA, nurses 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 nurse also qualifies under PLO, FMLA, or OFLA; if the nurse 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 nurse is using PTO or EIT. Nurses are not guaranteed reinstatement while on non-PLO, FMLA, or OFLA medical leave to the same position except (a) as required by law or (b) as stated in Sections I and J 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. A leave of absence granted for annual military training duty, not to exceed two (2) weeks, shall not be charged as vacation time unless requested by the nurse.

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

G. **Bereavement Leave:** A regular nurse who has a death in the nurse’s immediate family will be granted up to 3 (three) days’ time off with pay as follows: up to three (3) days will be paid when the days that the nurse needs to be absent fall on the nurse’s regular workdays to attend a funeral or memorial service of a member of the nurse’s immediate family (provided that the leave is taken within a reasonable time of the family member’s death). A member of the nurse’s immediate family for this purpose is defined as the parent, grandparent, mother-in-law, father-in-law, parent-in-law, spouse, child (including foster child), grandchild, sister, or brother sibling of the nurse; parent, child, or sibling of the nurse’s spouse; spouse of the nurse’s child; or other person whose association with the nurse was, at the time of death, equivalent to any of these relationships (including legal guardianships). Consistent with OFLA, nurses 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 nurse learning of the death of the family member. Nurses may use accrued
leave to cover time off work beyond the three (3) days referenced in this section.

H. **Jury Duty:** A nurse who is required to perform jury duty will, if (s)he requests, 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 the length of required jury service two (2) calendar weeks per year. A nurse who is required to perform jury duty will be paid the difference between the nurse’s regular straight-time pay plus applicable shift, certification, and clinical ladder differentials for the scheduled workdays (s)he missed, and the jury pay received, provided that (s)he has made arrangements with the nurse’s supervisor in advance. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. A nurse must report for work if the nurse’s jury service ends on any day in time to permit at least four (4) hours’ work in the balance of the nurse’s normal workday.

I. Nurses who are subpoenaed to appear as a witness in a court case, in which neither nurses nor the Association is making a claim against Home Health and Hospice, involving their duties at Home Health and Hospice, 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 nurse notifies Home Health and Hospice 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 nurse 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 nurse will be reinstated in the nurse’s former job (including position assignment/territory, unit, shift and schedule).

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 nurse will be offered reinstatement to the nurse’s former job (including position assignment/territory, unit, shift and schedule), if such job has not been filled. If such job has been filled, the nurse will be given preference for a vacancy for which the nurse applies in the same or a lower position on the nurse’s former shift which the nurse 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 nurse’s former job (including position assignment/territory, unit, shift and schedule). The layoff provisions of Article 16 of this Agreement are not applicable to a nurse 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 nurse’s position for recall from among the nurses eligible for recall will be determined as if the nurse was laid off in accordance with his/her seniority.

(Leaves of absence for educational purposes are also referred to in the Professional Development article of this Agreement.)