

COLLECTIVE BARGAINING AGREEMENT

by and between

WASHINGTON STATE NURSES ASSOCIATION

and

PROVIDENCE VNA HOME HEALTH

June 15, 2021 through May 31, 2024

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COLLECTIVE BARGAINING AGREEMENT

by and between

WASHINGTON STATE NURSES ASSOCIATION

and

Providence VNA Home Health

June 15, 2021 through May 31, 2024

PREAMBLE

This Agreement is made and entered into by and between Providence VNA Home Health (hereinafter referred to as the "Employer" or "PVNA") and the Washington State Nurses Association (hereinafter referred to as the "Association").

ARTICLE 1 - PURPOSE

The Purpose of this agreement is to:

1. Facilitate the achievement of the mutual goal of providing improved patient care; and
2. Maintain maximum economy and efficiency of operation; and
3. Establish equitable employment conditions; and
4. Establish an orderly system of Employer Nurse relations that will facilitate joint discussions and cooperative solutions of mutual problems by the administration and management of the Employer and representatives of the nurses.
5. Commit to providing the best possible care and service to our client base while striking a balance in preserving attractive and flexible scheduling options for staff.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Association as the exclusive representative for all registered nurses employed by the Employer for the purpose of discussion and agreement with respect to rates of pay, hours of work and working conditions. Excluded from the unit are supervisory employees, temporary nurses, and all other employees.

ARTICLE 3 - MEMBERSHIP

3.1 Membership. All nurses hired by the Employer shall, within 31 days of employment (a) join and remain a member in good standing of the Association, or (b) pay to the Association an amount equal to that portion of the membership dues and fees paid by members of the Association which are directly allocable to cover the costs of representing employees in the bargaining unit, which amount shall be known as a "representation fee;" provided, however, any employee who, based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member, objects to joining the Association and/or paying the said representation fee, shall, in lieu thereof, pay an amount equal to said representation fee to a nonprofit organization listed below:

1. Providence VNA Home Health Charity Care fund;
2. The Washington State Nurses Association Scholarship Fund; or
3. The United Way of Spokane County.

The Association will accept the receipts as Association dues. Failure to comply with this condition shall, upon the written request of the Association, result in the discharge of the nurse. The requirement to join the Association and remain a member in good standing shall be satisfied by the payment of dues uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit. The Association shall notify the Employer in writing of the failure of any nurse to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Association until at least fourteen (14) days after the sending of the aforementioned notice. Hold Harmless - The Association shall indemnify and hold PVNA harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on the account of any action taken by the Employer to terminate a nurse's employment pursuant to this Article.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues or service fees from the pay of each regular full-time and part-time nurse who voluntarily executes a salary assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Association by check payable to its order. Upon issuance and transmission of the check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of the Association dues or service fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the salary of such nurse. Relief nurses shall pay dues or service fees directly to the Association using any other payment option available.

3.3 Bulletin Board. Bulletin board space will be provided for use by the local unit. The board shall be used for the posting of RN meeting announcements and material pertaining to the professional practice of nursing. Other information may be posted with prior approval of the Human Resources Department or designee.

3.4 Facilities. Bargaining unit nurses will be permitted to use designated Agency facilities for meetings of the local unit provided sufficient advance request is made to the Director or designee and space is available. Such meetings are to be scheduled from 6:30 A.M. to 8:00 A.M. and/or 5:00 P.M. to 9:00 P.M. exclusive of weekends or such other times as may be mutually agreed. Meetings will be for bargaining unit matters only. Attendees at such meetings must comply with the security regulations of the Agency.

3.5 Access. Duly authorized representatives of the Association shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Association business that cannot be transacted elsewhere; provided, however, the Association representative must first secure approval from the Director as to time and place, and ensure that no interference with the work of the employees or the proper operation of PVNA shall result. Such approval shall not be unreasonably denied.

3.6 Contract and WSNA Application. The Agreement between the Association and Employer can be found at www.wsna.org. The Employer shall distribute a copy of the WSNA membership application and dues deduction form to new hires within two weeks of the start date. The employer will schedule up to 15 minutes of unpaid time, for the Local Unit Chair or designee to meet with new RNs during their orientation period. The purpose of this meeting will be to welcome the new orientee(s) and to provide an overview of the WSNA purposes and services.

3.7 Bargaining Unit Roster. Semi-annually, in January and July, PVNA shall supply the Association with a roster containing the names, addresses, employee identification numbers, telephone number provided by nurse to PVNA, personal email address (if provided to and retained by PVNA), classification (full-time, part-time, relief), FTE, shift, rate of pay, and date of hire for all nurses employed at PVNA and covered by this Agreement. All such information will be provided electronically in Excel spreadsheet format. The excel file will include the above information, for any new hires or other employees transferring into the bargaining unit within thirty days of the date data changes. This list shall also include the names of all nurses who have terminated their employment or transferred out of the bargaining unit for any reason. WSNA will hold all information provided as confidential.

3.8 Association Business. Local unit officers or their designees shall continue to endeavor, to the extent possible, to conduct Association business during nonworking times. If the investigation and/or preparation of grievances must occur during work hours (including attending disciplinary or grievance meetings with management), nurses shall flex their work time so that time spent on Association business does not interfere with their PVNA work.

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY

Providence will comply with local, state, and/or federal laws relating to equal employment and non-discrimination. Pursuant to those laws, employees shall not be discriminated against with respect to compensation terms, conditions or privileges of employment because of age, color, race, religion, national origin, sex, gender, sexual orientation, presence of a sensory, mental or physical disability, factors not pertinent to job performance, nor for any reasons set forth in applicable local, state and federal anti-discrimination laws.

ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Association recognizes that PVNA has the obligation of serving the public with the highest quality of home health care, efficiently and economically. Therefore, except as specifically limited, abridged or relinquished by terms and provisions of this Agreement, the Association recognizes the right of the Employer to operate and manage PVNA, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine working schedules and job assignments; to add to or delete positions; to determine the material and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to subcontract or discontinue work for economic, medical or operational reasons; to select and hire employees; to promote employees; to discipline, demote or discharge employees for cause; to lay off employees for lack of funds or work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations, and personnel policies, provided such right shall not be exercised as to violate any of the specific provisions of this Agreement. All matters not covered by the language of this Agreement shall be administered by the Employer in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 6 - DEFINITIONS

6.1 Full-Time Nurses. Nurses hired with a rate of pay quoted at an hourly rate and who regularly work forty (40) hours per week or more. Such nurses are entitled to all benefit plans of the Employer.

6.2 Part-Time Nurse. A nurse who is regularly scheduled to work a minimum of twenty (20) hours per week but less than forty (40) hours per week. Unless otherwise provided within this Agreement, (e.g. Article 16 insurance program), such part-time nurse shall be eligible for benefits as specified herein on a pro rata basis in accordance with her/his actual hours paid including low census (up to a maximum of eighty (80) hours per pay period and excluding on call hours).

6.3 Relief Nurses. Nurses who do not work on a regularly scheduled basis or who work less than twenty (20) hours per week on a regularly scheduled basis during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absence. Relief nurses shall not accrue seniority, nor shall they receive any benefit compensation, except, holiday pay at one and one-half (1 ½) times the regular rate of pay if worked, any applicable certified registered nurse premium pay, or on-call pay as set forth in Section 10.6. Relief nurses shall be paid at one and one-half (1 ½) times the regular rate of pay (see 6.3.1 for relief nurse base rate) for all time worked in excess of the normal work period as defined in Article 7, Section 7.3. Relief nurses shall provide their managers with a list of their available work dates no later than three (3) weeks prior to the periodic posting of organizational work schedules.

6.3.1 Availability.

6.3.1.1 Regularly scheduled relief nurses. Regularly scheduled relief nurses shall be paid the following premiums over their regular rate of pay in exchange for the following schedule commitments:

12% for 1 in 8 weekends, no additional shifts per month

14% for 1 in 4 weekends, no additional shifts per month

14% for 1 in 8 weekends plus 2 additional shifts per month

16% for 1 in 4 weekends, plus 3 additional shifts per month.

6.3.1.2 Non-regularly scheduled relief nurses. Nurses who are not scheduled on a regular basis may satisfy the requirements of Article 6.3.1 by making themselves available to work a calendar year average of work periods rather than the above specified weekends and shifts. Each of these periods must be of at least four (4) hours duration and must be on Saturdays, Sundays, Holidays, or during Evening Periods. Nurses committing to this calendar year average pattern of work shall be paid the following premiums over their regular rate of pay in exchange for the following schedule availability:

10% for a calendar year average of 8 work periods

12% for a calendar year average of 12 work period

6.3.2 Step Increase Eligibility. Relief nurses are eligible for periodic step increases based upon their length of service or hours worked for the PVNA. In no event shall a nurse receive a step increase prior to the completion of 12 months service nor receive more than one step increase during any twelve (12) month period. Increases shall be granted after the completion of 1000 or more hours of work or upon the completion of the 36th month from the date of hire, whichever comes first. Nurses who have worked less than 1000 hours shall carry forward those hours until they become eligible for a step increase. When the step increase is granted, then the nurse may next receive his or her earliest step increase twelve (12) months later. In the event a nurse works more than 1000 hours in a twelve-month period, those hours in excess of 1000 are not carried forward.

6.3.3 Change in Status. Any regular full or part-time nurse changing to relief status shall have all unused benefits accrued to the date of such change to relief status, banked until reassigned to regular status. Any accrued PTO shall be paid to the nurse upon changing to relief status.

6.4 Temporary Nurse. A nurse who has been hired to work for a specific need, temporary, intermittent, or seasonal in nature, but in no event shall exceed six (6) months. Temporary nurses whose status is changed to full- or part-time shall be subject to a ninety (90) day probationary period, beginning from the date of the change in status to the full or part-time position, unless extended as provided in Article 8.1.

6.5 Anniversary Date. A nurse's Anniversary date shall be the annual anniversary of the initial date of hire (first day of work) for any full or regular part-time nurse. In the event the

Employer changes a nurse's classification from Relief or Temporary Nurse to Full- or Part-time status, the anniversary of the date upon which such change is effective shall become the nurse's anniversary date for any future step increases. Any unpaid leave in excess of sixty (60) continuous days shall result in a nurse's anniversary date being adjusted to reflect the number of days of unpaid leave taken.

6.6 Night On-Call. Night On-Call means that a nurse is required to receive telephone calls and/or be available to provide home visits as may be necessary between the hours of 17:00 and 8:00. Only nurses with adequate orientation and training shall be assigned to Night On-Call. Nurses shall notify their supervisor if they prefer to be scheduled for a Night On-Call on a day off or on a scheduled day to work. PVNA will endeavor to assign Night On-Call based on nurse's preferences. Nurses may voluntarily sign up for Night On-Call as desired. An email shall be sent to nurses showing all unfilled Night On-Call shifts. The email shall also include the next ten (10) nurses on the seniority roster for rotation to enable nurses to have the information necessary for considering whether to volunteer.

6.6.1 Voluntary Night On-Call Team. This team is comprised of nurses who sign up for Night On-Call on the schedule for at least six months.

6.6.2 Voluntary Night On-Call. Nurses who volunteer to supplement the Voluntary Night On-Call Team.

6.7 Immediate Family. Shall mean spouse, registered domestic partner (same sex or opposite sex), children (natural, adoptive, step, and/or in law), adult children, grandchildren, brother, sister, parent, grandparent, parent-in-law, and brother or sister in law.

6.8 Comparable FTE. Shall mean equivalent hours in a pay period in the following intervals: 70 – 80 hours per pay period, 50 – 69 hours per pay period, and 40 – 49 hours per pay period.

6.9 Preceptor. Preceptor is defined as an experienced home health nurse with preceptor training assigned the specific responsibility for teaching and evaluating skill development of a newly hired nurse. Inherent in this role is the responsibility for specific, criteria-based and goal-directed education for a specific period. The preceptor utilizes the individualized orientation outline to ensure the new employee gains knowledge and skills in the practice of home health nursing to include the patient care policies and procedures of the agency. The preceptor acts as a mentor to the new employee to help ensure a successful experience with the orientation program.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7.1 Workweek. The basic workweek is expected not to exceed forty (40) hours.

7.2 Workday. The basic full-time nurse's workday shall be eight (8) or more consecutive hours worked to be completed within nine (9) or more consecutive hours with an unpaid one-hour meal period. Other work schedules shall include all unpaid breaks scheduled in accord with Washington state law. If the nurse is required by the Employer to remain on duty during the meal period, such time shall be considered as time worked for pay purposes.

7.3 Overtime. All time worked in excess of the nurse's scheduled workday of at least eight hours and/or forty (40) hours in a work week shall be considered overtime and shall be paid at one and one-half (1 ½) times the nurse's regular rate of pay.

All overtime must be approved by the nurse's immediate supervisor. A nurse shall not be rescheduled because of overtime worked to avoid future overtime charges in their regular work schedule. The representatives of both the Employer and the nurses concur that overtime should be minimized. The minimizing of overtime is an issue appropriately addressed by the Conference Committee.

During a forty (40) hour work week, compensatory time may be taken on an hour for hour basis, as approved by supervisor (regular rate of pay). Following completion of the regular work week in which overtime occurred but compensatory time was not taken, overtime will be paid at one and one-half times (1 ½) the nurse's regular rate of pay.

7.4 Regular Rate of Pay. Regular rate of pay includes: the nurse's hourly wage rate for his/her regularly scheduled work (10.2), shift differential (10.10), Charge Nurse premium (10.7), all other applicable premium pay, all time worked as result of being on call, time paid for but not worked as specified in Section 7.5, plus any paid per diem.

7.5 Time Paid for But Not Worked. Time paid for PTO /EIB, but not worked, shall not count as time worked for purposes of computing overtime. Excluding emergency situations, the Employer as a matter of policy shall not reschedule a nurse for extra work because of time off with pay.

7.6 Rest Periods. There shall be a fifteen (15) minute rest period in each four (4) hour period. The rest periods may be taken intermittently if the nurse chooses to do so. Rest rooms and lunch facilities shall be provided to the nursing staff.

7.7 Scheduling. Schedules shall be accessible to nurses for at least a three (3) month period, four (4) weeks in advance, subject to changes necessary to provide patient care. Holiday, weekend back-up, and Night On-Call work shall be on an equitably scheduled rotating basis. Volunteers will continue to be considered and given priority for weekend back-up and Night On-Call schedules and shift rotation.

7.8 Work on a Day Off. Work on a day off is defined as a request by the Employer to work on an unscheduled day. Any time actually worked on a day off by a full-time nurse shall be compensated at the rate of time and one-half (1 ½) of the nurse's regular-rate. Part-time nurses will be paid a thirty-five dollar (\$35.00) bonus for reporting to work on a day off on a Monday through Friday, when notified of the need to work twenty-four (24) hours or less prior to their expected reporting time. Any time actually worked on a day off by a part-time nurse shall be paid at straight-time unless the work constitutes overtime hours, in which case time and one-half (1 ½) will be paid. When called to work on a day off, the nurse shall receive a minimum of two (2) hours pay at the appropriate rate of each occurrence when called in to work. A nurse shall have the right to decline such work request.

7.9 Temporary Assignments. Any nurse assigned to perform the duties and responsibilities of another position classification for a period of more than one hour, shall be compensated at the

rate of pay for that classification. This provision shall not operate to cause any nurse to be paid less than his or her regular rate of pay.

7.10 Shift Rotation. Nurses will be required to rotate from their usual shift worked to alternate shifts only on an emergency basis. When shift rotation is necessary, nurses will only be rotated to an alternate shift (e.g. days to evenings and back to days) one shift per rotation, unless mutually agreed otherwise. Shift rotation is completed by seniority.

7.11 Weekend Work Schedule. Nurses shall be equitably scheduled to work weekends. Nurses will not be regularly scheduled to work more than one (1) out of every four (4) weekends. The back-up nurse, and any part-time or full-time nurse required to work during an unscheduled weekend, at the employer's request, will be paid time and one half (1 ½). A nurse who requests more frequent weekend work or who voluntarily trades shifts with another nurse, shall be paid at the regular rate of pay.

7.11.1 Variations from One-in-Four. The parties agree that, notwithstanding any provision of this Agreement to the contrary, the Employer may enter into agreements requiring nurses who mutually agree to perform a function which provides added flexibility in scheduling (such as on-call and backup duty) to work fewer than one-in-four weekends.

7.12 Adverse Conditions. Certain natural conditions may occur which may result in a nurse requesting permission not to report to work or to depart prior to the end of his or her scheduled shift. If such a request is approved by PVNA, the nurse has the option of applying unpaid time or earned PTO for his or her regular work shift or part thereof.

ARTICLE 8 - EMPLOYMENT PRACTICES

8.1 Probationary Period. The first ninety (90) days of employment shall be a probationary period. After ninety (90) days of continuous employment, the nurse shall be considered a regular status nurse unless otherwise determined by the Employer. During the probationary period a nurse may be disciplined or discharged without just cause and without recourse to the grievance procedure. A nurse moving from one bargaining unit position or classification shall be required to complete a three (3) month trial service period but will not be required to serve another probationary period as defined in this Article. The ninety (90) day probationary period may be extended one time for up to an additional ninety (90) days at the Employer's discretion to provide additional opportunity to assure improvement in competency or conduct or to await the receipt of mandatory documentation. When the decision is made to extend the probationary period, the employee shall be notified in writing prior to the end of the probationary period. At the end of the probationary period, an evaluation will be completed and employment status will be confirmed or terminated.

8.2 Progressive Discipline and Just Cause. Discipline and discharge shall be for just cause. A nurse disciplined or discharged shall be entitled to utilize the provisions of the grievance procedure herein, if the nurse believes that such discipline and/or discharge was not for just cause.

8.2.1 The Employer will use progressive discipline when appropriate. Progressive discipline is defined as written warning, and/or second written warning and/or suspension without pay (optional), and/or discharge.

8.2.2 Except for situations for which immediate discharge is appropriate, a nurse may be discharged only after receiving two (2) written warnings, copies of which shall be acknowledged in writing by, and given to, the nurse. Except for discipline related to discriminatory harassment, assaultive behavior, and/or behavior which has placed patients at risk, upon the nurse's written request, disciplinary notices/warnings shall be removed from a nurse's record after eighteen (18) months from the date such performance concerns have been documented to have been resolved, provided the nurse has received no other discipline in the interim.

8.2.3 Association Representation. A nurse may request the presence of an Association representative during any meeting that the nurse reasonably believes may directly result in discipline or at any disciplinary action.

8.3 Notice of Resignation. Regular nurses shall be required to give at least two (2) weeks written notice of resignation. It is understood by the Employer, the Association, and the nurse that more advance notice will enhance the Employer's ability to meet staffing requirements. Failure to give written notice may result in forfeiture of accrued PTO benefits.

8.3.1 Exit Interview. A routine exit interview is recommended and is to be granted upon request, either by the nurse or the Employer.

8.4 Personnel Status/Payroll Changes. Conditions of hiring, termination, changes in nurse's status or pay, or conditions of leave of absence, are documented and provided to the nurse upon request.

8.4.1 Change in Classification. A change in classification within the bargaining unit shall not alter a nurse's anniversary date for purposes of accrual of benefits or placement in salary schedule. If a nurse changes classification from a supervisor to a bargaining unit position, the nurse may exercise the option to be paid for unused PTO accrued while in status as a supervisor on the effective date of such change or carrying forward such PTO into the bargaining unit position to be paid at the rate of pay in effect at the time the nurse takes her/his PTO.

8.5 Personnel Files. Employees shall have access to their personnel file. This file may be reviewed by the employee with a representative of the Human Resources Department in attendance. If an employee does not agree with the contents of the personnel file, she/he may submit a written rebuttal or correction that will be placed in the file.

8.6 Evaluations. Evaluations are to be prepared and presented prior to the completion of the nurse's probationary period (90 days), and no less than annually thereafter. Evaluations will be reviewed by a manager who has an RN license. A nurse shall receive a copy of the evaluation upon request. If a nurse disagrees with an evaluation, the nurse and his/her manager shall meet to discuss the differences. If they do not agree to modify the evaluation, the nurse may object in writing, which shall be retained by the Employer with the evaluation.

8.7 Personnel Vacancies. Personnel vacancies within the Nursing Department shall be posted in a designated location for a period of five (5) calendar days in advance of being filled. Currently employed nurses shall be given the opportunity to apply for vacant positions.

Consideration for filling vacancies and transfers shall be given to present qualified employees and seniority shall govern unless a less senior employee has greater skills, abilities and qualifications.

8.8 Staffing. The parties agree that quality patient care is a priority and to work toward an equitable system of insuring adequate nurse staffing to meet this priority. To accomplish this, the following will be considered: acuity of patients visited, geographic location of patients visited, and specialized skills for needed services.

8.9 Productivity. Productivity issues shall be a standing agenda item for the Conference Committee.

8.9.1 Preceptors. Preceptors will not have the same productivity expectations as other nurses, during their time as Preceptors.

8.10 Geographical Area

The geographical area of a nurse assignment is where a nurse is primarily assigned to provide patient care. As geographical assignments change and areas become available, nurses shall be notified via email. The geographical assignment will be posted for a period of five (5) calendar days in advance of being filled. The most senior nurse shall have the first choice of moving to the open geographical area as long as knowledge, skills, and abilities are sufficient and FTE comparable. Both parties recognize geographical assignments may change based on operational needs.

ARTICLE 9 - SENIORITY

9.1 Definition. Seniority shall be defined as a full-time and part-time nurse's length of service within the bargaining unit, from most recent date of hire. In the event of identical dates of hire, the date and time of the earliest documentation of the nurse's written acceptance, if available, shall serve as a tie breaker for seniority positioning. Seniority shall not apply until completion of the ninety (90) day probationary period.

9.2 Layoff and Recall. Layoff and recall shall be defined as mandatory reduction or elimination of work hours exclusive of low census. A nurse may also access the layoff procedures rather than accept a mandatory shift change. Length of service as defined above shall be the determining factor for layoff and recall providing that the nurse seeking to displace a less-senior nurse has sufficient skill, competency and ability to assume a regular patient load in the new position within three (3) weeks, including an appropriate orientation. Prior to announcing a layoff, the Employer shall determine the qualifications and competence of nurses based on performance related to job criteria (e.g., requirements of the job, educational/skills preparation, and performance evaluations) that shall be applied in a consistent manner.

9.3 Layoff Procedure. In the event of a layoff, exclusive of low census (Article 9.4), the Employer will notify the Association at least twenty-one (21) days prior to the anticipated date of layoff. The parties shall meet as soon as practical following receipt of such notice to discuss issues related to skill and ability determinations as well as to review the protocol to be followed when dealing with nurses affected by the layoff. Notice to nurses whose positions may be impacted by the layoff will be provided at least fourteen (14) days prior to the implementation of the layoff. The Employer shall follow the following procedure to accomplish the necessary work force reduction.

9.3.1 Identification of Positions. The Employer's Notice of Layoff shall specify the classification, shift, and number of full-time equivalents (FTEs) that will be subject to layoff.

9.3.2 Relief Nurses. Prior to identifying any full or part-time positions for layoff, the Employer shall eliminate any positions held by Relief nurses in the classification identified for reduction.

9.3.3 Part-Time and Full-Time Nurses. Next, the Employer shall eliminate the positions of the least senior nurses in the affected classification beginning with the least senior nurse and working up until the requisite FTE reduction has been accomplished. Nurses whose positions were eliminated, shall be considered "Displaced Nurses."

9.3.4 Bumping Options. Displaced Nurses shall have the following options to bump into the positions of the least senior nurses in the facility. For purposes of evaluating a nurse's bumping options, any vacant position(s) shall be considered equivalent to the least senior position(s) in the facility.

9.3.4.1 Same Shift. A Displaced Nurse may elect to bump either into the position, for which the nurse is qualified, of the least senior nurse in another classification on the same shift with a comparable FTE, or into the position of the least senior nurse on the same shift, regardless of FTE but at least 24 hours per week so the nurse may retain benefits.

9.3.4.2 Different Shift. A Displaced Nurse unable to retain a comparable FTE on the nurse's shift as provided above and who elects not to bump into the position of the least senior nurse on the shift, may bump into the position of the least senior nurse on another shift with a comparable FTE, or into the position of the least senior nurse on another shift, regardless of FTE but at least 24 hours per week so the nurse may retain benefits.

Under 9.3.4.1 and 9.3.4.2, a nurse may choose at his/her discretion to bump into a position of less than 24 hours per week held by the least senior nurse on the applicable shift.

9.4 Use of Laid Off Nurses. Any full-time or part-time nurse who is unable to retain a benefited position of equivalent hours following a layoff may be placed on Relief Nurse status without loss of recall rights. The Employer shall give such nurses priority over other Relief Nurses for available hours provided the nurse has advised the Employer of his or her availability.

9.5 Reinstatement Roster. Upon layoff, the names of such nurses shall be placed on a reinstatement roster for a period of twelve (12) months from the date of commencement of the layoff. A nurse shall not accrue seniority or benefits while on layoff status, but shall retain seniority and accrued, unused benefits to the date of commencement of the layoff. Nurses on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer.

9.6 Recall. When a vacancy is to be filled from the reinstatement roster, the order of reinstatement will be in the reverse order in accordance with 9.2 of this Article. Upon notification of a recall, the nurse must respond within seven (7) days to the employer. Upon reinstatement, the nurse shall commence to accrue seniority and shall have previously accrued unused benefits and seniority restored. Nurses will inform their immediate supervisor in writing if they wish to be notified of a position of lesser hours or shift and may accept the position/shift and still retain recall rights to the original position/shift held prior to the layoff.

9.7 Termination of Seniority. Seniority shall be terminated by the following:

- a. resignation
- b. discharge
- c. retirement
- d. layoff of more than twelve (12) months
- e. failure to return in accordance with a leave of absence or recall from layoff
- f. refusal to accept a comparable job opening offered by the Employer while on layoff, (e.g., same number of hours and shift)

9.8 Low Census. The Employer shall apply a system of low census to accommodate fluctuating patient case load and staffing requirements; when scheduled staff exceeds patient case load, low census hours will be applied. Nurses granted a low census day during his or her regular schedule may be placed in "on-call status" and will be paid in accordance with Article 10.6 of this Agreement on such low census day. Nurses will be released from on-call within 2 hours after the start of his or her workday.

The Employer will first seek volunteers. If enough volunteers cannot be found, low census hours will be applied on a rotating seniority basis, providing skills, competency and ability are considered equal by the Employer unless mutually agreed otherwise. Low census hours shall count toward the accumulation of sick leave, PTO, and seniority. Nurses may use PTO when taking low census.

The time of assigned low census hours per nurse in a rolling calendar year shall not exceed five (5) occurrences per nurse, an "occurrence" being defined as four (4) or more hours. If after all nurses have been rotated for low census of up to five (5) occurrences and there is a continuing need for such action, the layoff procedure will be considered.

As the implementation of layoff procedures becomes imminent, a Conference Committee meeting shall be held to discuss continued application of low census.

ARTICLE 10 - WAGES

10.1 Method of Payment. Nurses shall be paid on an hourly basis. Non-wage privileges shall not be offered in lieu of any part of the required wage payments.

10.2 Contracted Increases:

Effective the first day of the pay period following ratification, there shall be an increase of 1.5% to each step of the wage scale. Effective the first full pay period following June 1, 2022, there shall be an increase of 2.5% to each step of the wage scale. Effective the first full pay period following June 1, 2023, there shall be an increase of 2.75% to each step of the wage scale.

Step increases shall be effective at the beginning of the pay period that includes the nurse's anniversary date, unless as otherwise provided in this Agreement.

10.3 Recent Experience - Defined. Recent experience shall be defined as continuous registered nursing experience in an acute care hospital, a Medicare certified home health care agency, extended care facility, or other clinical settings directly related to the position for which employed without a break in the continuity of such experience that would reduce the level of home health care nursing skills, knowledge and abilities as determined by the Director.

10.3.1 Recognition for Experience. Nurses with recent experience in home health care shall receive full credit for each year worked. Nurses with recent experience in any other type of nursing care shall receive not less than 50% credit for each year worked. Newly hired nurses shall be placed on the appropriate step of the wage schedule corresponding to the credit received.

10.4 Rehiring. Previous employees rehired within one (1) year of resignation will return at the previous step on the wage schedule.

10.5 On Call. Effective upon ratification, nurses on Night on-call status from the hours of 1700 through 0800 shall be paid at the rate of \$7.00 per hour for all hours on-call. All other nurses on an on-call status shall be paid at the rate of \$2.60 per hour for all hours on-call. Hours worked during Night on-call including telephone contacts with and/or on behalf of clients, time spent in transit, and home visits will be compensated at the rate of one and one-half (1 ½) times the nurse's regular rate of pay. A nurse will be reimbursed for long distance telephone call expenses incurred while carrying out job duties related to providing night on-call services. When a home visit is made, the minimum pay shall be for two (2) hours. When telephone contact is made, the minimum pay for telephone contact, follow-up and documentation shall be for fifteen (15) minutes. The parties agree that on-call services may be subcontracted, and that neither the decision to subcontract (consistent with Article 5) nor the impact of any such subcontracting will be the subject of bargaining between the parties.

10.6 Masters Degree/Certifications. Nurses certified with an advanced nursing practice Masters degree and/or who have been granted certification credentials (by a national certifying

body whose certification is approved by the PVNA) for specialized and advanced nursing practice, and have been hired to work in specialty areas of practice shall receive a 2.5% premium on their rate of pay. A nurse with multiple credentials shall only be eligible to receive one certification premium.

10.7 Charge Nurse Premium. A nurse assigned as charge nurse shall be paid one dollar and fifty cents (\$1.50) per hour over her/his regular hourly rate of pay for hours worked in such assignment.

10.8 Shift Differential. Nurses assigned to work until 9:00 P.M. shall receive two dollars (\$2.00) per hour for hours worked after 12:00 P.M. Shift differential shall be applied for purposes of computing overtime pay.

10.8.1 Reassignment. A nurse will be given at least twenty-four (24) hours' notice before being reassigned by the Employer from a shift for which he/she would receive a Shift Differential Premium to a shift for which he/she would not receive the Shift Differential. If this twenty-four (24) hour notification is not given, the nurse will receive the Shift Differential for all hours worked.

10.9 Nurse Clinician. A nurse assigned to the nurse clinician position shall receive one additional step increase on the wage scale in Appendix A.

10.10 Clinical Nurse Specialist. A nurse assigned to the clinical nurse specialist position is eligible for pay at the rate two additional steps higher than his or her existing rate of pay.

10.11. Preceptor Premium. A registered Nurse assigned to preceptor status shall receive one dollar (\$1.00) per hour for any hours assigned and worked as a preceptor as defined in Article 6.9. Preceptor pay will be paid during the initial orientation period for an assigned period of precepting a newly hired nurse providing direct patient care. PVNA retains sole discretion as to the training and assignment of preceptors and the time period during which nurses will act as preceptors to newly hired nurses (i.e., those nurses in the first month of their employment).

ARTICLE 11 - PAID TIME OFF / EXTENDED ILLNESS BANK

11.1 Eligibility. All full-time and part-time nurses (including employees with less than .5 FTE) shall become eligible for the paid time off described below beginning with the first pay period coinciding with the date of hire. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect compensation or status with the employer. Per diem employees are not eligible to participate in this program.

11.2 PTO. The Employer provides eligible employees with paid time off for various reasons including vacation, holidays, personal time and illness. Vacation, holiday and personal time hours are accrued as PTO (Paid Time Off) hours. Time off for extended illness is accrued as EIB (Extended Illness Bank) hours. PTO is comprised of planned and unplanned time off. Vacation and holidays are planned time off. Emergencies or illnesses are unplanned time off. Scheduled surgeries are planned time off.

Full-time and part-time employees are eligible to accrue PTO and EIB hours based on their regular straight-time hours worked each pay period up to a maximum of 40 hours per week and 2080 per year. PTO hours that exceed the maximum allowed may be transferred to EIB hours only when:

- The employee makes a written request to payroll on or before November 30 to transfer hours from PTO to EIB;
- No more than eighty (80) hours may be transferred, and;
- The requested transfer of hours will not bring the employee's EIB balance to more than 1040 hours.

| Length of Service | PTO Days Accrual per Year | PTO Hours Accrual per Year | PTO Hours Per Pay Period Accruals | Maximum PTO Hours Accrual per Calendar Year |
|--------------------------|----------------------------------|--|--|--|
| 0 - 3.99 | 24 | 192 | 7.3846 | 288.00 |
| 4 - 8.99 | 29 | 232 | 8.9231 | 348.00 |
| 9+ | 34 | 272 | 10.4615 | 408.00 |
| Length of Service | EIB Days Accrual per Year | EIB Hours Per Pay Period Accruals | Maximum EIB Accrual | |
| 0 - 3.99 | 6 | 1.84 | 1040 hours | |
| 4 - 8.99 | 8 | 2.46 | 1040 hours | |
| 9+ | 10 | 3.07 | 1040 hours | |

A nurse may take PTO at a time mutually agreed upon by PVNA and the nurse. PTO requests, made in accord with PVNA policy, will be approved after consideration of client care and service requirements, organizational flexibility, and preservation of attractive scheduling options for staff. Utilization of PTO will be rotated on a fair and equitable basis. In the event two or more nurses' PTO requests cannot be honored nor mutual accommodation achieved, seniority shall be decisive with respect to vacation approval except that nurses shall not be eligible to exercise such right of seniority over less senior nurses if they exercised that right for the same period of time off during the preceding year.

11.2.1 PTO Scheduling and Approval. Employees are required to use accrued PTO for planned and unplanned time off. Department management may approve or deny time

off requests based on department needs and work requirements. Employees are encouraged to appropriately plan the use of their PTO accrual to ensure available PTO remains in their accrual bank for absences due to short term illness and observed holidays. When accrued PTO and EIB (if applicable) is exhausted, any remaining time off will be unpaid.

- a. Employees are required to use accrued PTO time before requesting any unpaid time off.
- b. Employees may only request PTO to replace regularly scheduled hours, not to exceed their normally scheduled work week hours.
- c. Requests for consecutive time off lasting longer than 30 days must have the prior approval of the department management team, who may consult with Human Resources. Time off in excess of 30 days may be considered a Personal Leave of Absence.
- d. PTO is paid through the normal payroll cycle for actual hours taken in that pay period. There will be no allowances for advance or early paychecks.

11.2.2 PTO Weekend Approval. If, based upon the then existing weekend scheduling pattern, at the time a nurse's PTO request is approved the nurse does not expect to be scheduled to work a weekend falling during the approved vacation period, the nurse shall not be required to find a replacement if. Nurses shall not be scheduled for back-up during periods of approved PTO.

11.2.3 PTO Pay. PTO pay shall be the amount which the nurse would have earned, which includes all premium and shift differential pay, had the nurse worked during this period.

11.2.4 Payment Upon Termination. A nurse who leaves the employment of the Employer after giving due notice shall be entitled to payment for any unused PTO benefits. If an employee is terminated for gross misconduct or fails to give proper notice, accrued PTO will not be paid out.

11.3 EIB. EIB hours will be used for days off work due to illness or injury in the following circumstances:

- a. EIB can be accessed immediately in the following situations:
 - From the first day of employee hospitalization, or outpatient surgical procedure where moderate sedation is used;
 - From the first day off due to an employee's accident or illness eligible for Workers' Compensation benefits.
- b. A combination of PTO hours and EIB hours are used to continue an employee's pay in the event of illness or injury in accordance with applicable laws. PTO hours will be used for the first two (2) workdays off due to the same illness or

injury. If no PTO is accrued, the first two (2) days absent will be without pay. Beginning with the third (3rd) workday absent, accrued EIB hours are used in place of accrued PTO hours. (Employees scheduled to work 10-hour shifts may use EIB for illness or injury after the first 30 hours absent.)

11.4 Bereavement. In the case of a death in a nurse's immediate family, a nurse shall be granted bereavement leave for up to a maximum of four (4) days. This paid time off is intended to be used to attend memorial services as well as to attend to associated family matters.

11.5 Jury Duty. Serving on a jury is a fundamental responsibility of citizenship and, unless business necessity requires it, PVNA will not ask a nurse to be excused from or postpone jury duty. A nurse serving on a jury will be paid his or her regular earnings for that period of time, up to a maximum of 14 calendar days. Nurses are expected to work a regular work schedule on days when the court is not in session and work the remaining part of a scheduled day shift if the nurse is excused (and not subject to recall) for one (1) hour or more. With the documentation of proof of hours spent in connection with jury duty, such time will be compensated at the employee's regular rate of pay.

ARTICLE 12 - STAFF DEVELOPMENT

12.1 Continuing Education Leave. Nurses shall be granted continuing education leave with pay to attend educational meetings approved in advance by the Employer such as workshops, seminars and conferences in accordance with the following schedule. Regular part-time nurses shall be granted such leave on a pro rata basis:

Per anniversary year:

6 months'- 2 years' continuous employment- (16 hours)

3 or more years' continuous employment - (24 hours)

The term "educational meetings" is defined as one conducted to develop the professional skills and competence of nurses for the purpose of enhancing the quality of patient care, and shall not include any meetings conducted for any purpose pertaining to labor relations activities. Requests to utilize educational leave will be granted if the content of the educational meeting is reasonably related to the practice of home care nursing. Educational leave hours may be carried over from one year to another, not to exceed two anniversary years. Costs associated with attending educational meetings and defined as tuition fees, required textbooks or other materials and/or travel expenses, up to a total of two hundred fifty dollars (\$250.00) per year per nurse will be paid by the Employer. The Employer retains the right to schedule continuing educational leave in such a way as does not jeopardize the operation of the Employer.

12.2 In-service Education. Nurses shall be offered at least ten (10) hours per year of in-service education with pay at PVNA.

12.3 Professional Meeting. Nurses shall be allowed up to two (2) days leave without pay per anniversary year to attend professional association meetings, provided the number of nurses

wishing to attend does not jeopardize staffing requirements or patient care in the judgment of the Employer.

12.4 Tuition Reimbursement. The parties recognize the importance of enhancing nurse career development through higher education and acquiring applicable technical or professional skills in order to improve their potential for future growth. To that end, nurses covered by this agreement are eligible to participate in the Employer's Tuition Reimbursement program as follows:

Tuition reimbursement of \$5,250 per year for full-time nurses working 0.75 FTE or greater and \$2,625 per year for part-time nurses working between 0.5 and 0.74 FTE will be made available to nurses pursuing college credits or certifications to advance their careers in healthcare.

In order to be eligible to receive funds, employees must work at least twenty (20) hours/week, have worked for PVNA for at least ninety (90) days and continue to be employed at the time the credits are received. Courses must be career and/or job related and aligned with PVNA's needs.

ARTICLE 13 - HOLIDAYS

13.1 Holidays Defined. PVNA and the WSNA recognize that the following holidays and three additional days have been utilized in computing the PTO schedule in section 11.2:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (third Monday in January)
3. Memorial Day (last Monday in May)
4. Fourth of July (July 4)
5. Labor Day (first Monday in September)
6. Thanksgiving Day (fourth Thursday in November)
7. Christmas Day (December 25)

13.2 Holiday Pay. A nurse shall be paid time and one half (1 ½ X) their regular rate for all hours worked on a holiday. However, such payment shall not result in pyramiding of overtime.

ARTICLE 14 - UNPAID LEAVES OF ABSENCE

14.1 General. Several types of unpaid leave are available for eligible nurses. The types of leaves that are available include the following: personal, family and medical, military, education, extended educational, professional meeting. An unpaid leave of absence is a privilege PVNA may extend to qualified employees for specific periods of time under certain circumstances.

14.2 Status. All leaves under Article 14 are provided on an unpaid basis. Leave without pay for a period of sixty (60) days or less shall not alter a nurse's anniversary date of employment (in

the case of probationary employees, a leave in excess of ten (10) days will alter a nurse's anniversary date).

14.3 Return From Leave. When an employee is placed on an unpaid leave of absence, all legal obligations will be met with respect to holding an employee's position open for the period of the approved leave. However, due to business and service requirements, there are circumstances, described herein, whereby positions cannot be held open.

14.4 Written Requests. An unpaid leave of absence must be requested in writing and submitted to a nurse's immediate supervisor as soon as the need for such a leave is known. Such request shall state all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the nurse's supervisor or designee.

14.5 Benefits While on Unpaid Leave. For unpaid leaves in excess of thirty (30) days, no benefits are accrued while on leave. Except as may be provided under section 14.6, group insurance coverage may terminate at the end of the month in which the unpaid leave of absence begins.

14.6 Family and Medical Leave (12 month measuring period – current rolling forward. Change to rolling backward.). An eligible nurse (employed for at least twelve months, and has performed 1,250 hours or more of work in the previous twelve (12) month period) shall be entitled to a total of up to twelve (12) work weeks during any 12-month calendar year for one or more of the following:

- a. care of a newborn child, adopted child, or a foster child under the age of eighteen.

This entitlement for leave for the birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement.
- b. care for a child over 18 years of age who is incapable of self-care because of a mental or physical disability;
- c. care for a spouse, child, or parent who has a serious health condition; or
- d. because of a serious health condition that makes the nurse unable to perform the functions of his or her position.

"Serious health condition" shall mean a condition which requires inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

If both parents are employed by PVNA, they are each entitled to up to a total of twelve (12) work weeks of unpaid leave and the leave will be granted to only one parent at a time. Family leave taken for the care of a newborn or adopted or foster child must be completed within twelve months of the child's birth or placement for adoption or foster care.

If an eligible nurse wishes to take family leave, he or she must give at least thirty (30) days written notice in advance of the anticipated date of delivery or placement for adoption, and 14 days' notice for leave due to health-related leaves stating the dates during which the nurse

intends to take the leave. If a nurse is unable to give PVNA the necessary notice, he or she must give notice as soon as possible.

The nurse's supervisor or the Director may require confirmation by a health care provider of the need for or dates of the leave. PVNA may, at its expense, obtain an opinion from a second or third health care provider of PVNA's own choosing regarding this same information.

14.6.1 Intermittent Leave: Leave may be taken on an intermittent basis.

14.6.2 Alternative Position: PVNA may temporarily transfer nurses taking intermittent leave or on a "reduced leave schedule" for planned medical treatment to an alternative position (equivalent pay and benefits) that better accommodates intermittent leave.

14.6.3 Substitution of Paid or Unpaid Leave: A nurse taking family leave must use all accrued PTO/EIB in excess of forty hours, to which the nurse is otherwise entitled while on family and medical leave.

14.6.4 Benefits During Family Leave: During an FMLA leave approved in accordance with applicable law, a nurse will not lose any health and welfare benefits for up to six (6) months and thereafter a nurse shall be allowed to continue insurance coverage at his or her own expense in accord with state or federal law.

14.6.5 Return to Work Entitlement: Upon returning from his or her FMLA of twelve (12) weeks or less (excluding the period of maternity disability), a nurse is entitled to return to the same position held when the leave commenced or to a position with equivalent benefits and pay. If due to PVNA's business necessity or circumstances neither of these options is possible, a nurse will be reinstated in any other vacant position for which he or she is qualified.

14.6.6 Extended Family Leave: Upon mutual agreement with PVNA, a nurse may be granted an extension of unpaid leave up to a total of six (6) months. If a nurse is granted such an extension of his or her family leave, for a period not to exceed three (3) months following the conclusion of the FMLA, a nurse shall be offered the first available position for work for which he or she is qualified.

14.6.7 Failure to Return from Family Leave: In the event a nurse fails to return from such leave for reasons other than the continuation, recurrence, or onset of a serious health condition that qualifies the employee for such leave or circumstances beyond the control of the employee, PVNA shall have the right to recover the premium that the employer paid for maintaining coverage for the employee under such group health plan during such period of leave.

14.6.8 Certification: PVNA may require that the request for leave be supported by a medical certificate stating the dates, duration, and medical necessity for the leave in advance or commencement of the leave. PVNA may also, at its own expense, require a second opinion from a health care provider.

14.6.9 Restoration Certification: PVNA may require nurses on leave to receive certification from a health care provider that the employee is able to resume work.

14.6.10 FMLA Leave to Care for an Active Duty Service Member. To the extent required by applicable law, an eligible nurse is entitled to up to twelve (12) weeks of unpaid leave during any 12-month period because of any qualifying exigency as defined by the Department of Labor arising out of the fact that the spouse, son, daughter or parent of the nurse is on active duty in the Armed Forces in support of a contingency operation.

14.6.11 FMLA Leave to Care for an Injured Service Member. To the extent required by applicable law, an eligible nurse is entitled to twenty-six (26) weeks of unpaid leave during any 12-month period to care for a spouse, son, daughter, parent or next of kin (nearest blood relative) with a serious injury or illness when the injury or illness is incurred by an active duty member of the military while in the line of duty. A covered service member is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

14.7 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States in accordance with state and federal statutes shall be granted without pay, without loss of benefits accrued to the date such leave commences and shall not be considered part of the earned PTO time, except when the nurse requests to use earned PTO time.

14.8 Leave for Spouse of Deployed Military Personnel. Nurses averaging twenty (20) or more hours per week, who are spouses of military personnel, may take up to fifteen (15) days unpaid leave while her or his spouse is on leave from deployment, or before and up to deployment, during military conflict declared by the President or Congress. The nurse may substitute any accrued leave to which the nurse is entitled for any part of this leave. Notice of the intent to take leave must be provided within five business days of receiving official notice of the spouse's leave or of an impending call to duty.

14.9 Educational Leave Without Pay. Nurses may be granted permission for leave of absence up to two (2) years without pay, at the discretion of the Employer, for study, without loss of accrued benefits. A nurse on such educational leave who wishes to return to work, shall be offered the first available position for which qualified. Nurses granted educational leave shall be allowed to retain all accrued benefits until their return.

14.10 Personal Leave. In the event a nurse has exhausted all accrued PTO leave, he or she shall be allowed up to five (5) days off per calendar year without pay for personal business, provided that such time off is approved in advance by the nurse's supervisor.

14.11 Domestic Violence Leave. Pursuant to RCW 49.76, if a nurse is a victim of domestic violence, sexual assault or stalking, the nurse may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or seek treatment by a healthcare provider, mental health counseling or social services assistance. A nurse who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. A nurse may opt to use any available

paid time off (sick leave, vacation, etc.); otherwise the leave is unpaid. The nurse must provide advance notice of his/her need for such leave whenever possible. In the event of an emergency or unforeseen circumstance precluding advance notice, the nurse or the nurse's designee must provide PVNA notice of the need for such a leave no later than the end of the first day that the nurse takes such leave. If PVNA requests, the nurse may be required to provide verification of the need for such leave and familial relationship (e.g., a birth certificate, police report, court order, or documentation from the victim's clergy member, victim advocate, attorney or healthcare provider). For purposes of this section, "family member" includes a nurse's child, spouse, parent, parent-in-law, grandparent, or a person whom the nurse is dating. PVNA shall maintain the confidentiality of all information provided by the nurse unless the nurse consents to disclosure or the information is subject to a court order or the release of such information is required by applicable federal or state law.

ARTICLE 15 - TRANSPORTATION AND TELEPHONE COSTS

15.1 Mileage Reimbursement. When a nurse uses her/his own car for transportation related to employment, not to include commuting, the nurse shall be reimbursed at a rate established by the Internal Revenue Service guidelines. In the event the guidelines are adjusted, payment rates shall be effective upon the later of the effective date of change or the date of publication.

15.2 Motor Vehicle Insurance. The nurse is to provide liability and property damage insurance with limits as provided by the Washington State Financial Responsibility Law and to inform the Employer of amount and coverage.

15.3 Parking. The Employer shall have parking space available for nurses' cars. The nurse shall be reimbursed for parking fees incurred in the line of duty.

15.4 Telephone Expenses. Expenses incurred by the nurse for work related telephone calls may be submitted for reimbursement per procedure.

ARTICLE 16 - INSURANCE PROGRAMS

16.1 Flexible Spending Account. The Employer will provide a Section 125 Plan (Flexible Spending Account) for all eligible nurses. Benefits and eligibility requirements for participation shall be defined by the Employer's plan.

16.2 Medical Insurance Plan. Beginning the later of the first of the month following employment, or the first of the month following the nurse's submission of enrollment forms, the employer shall provide group medical plan coverage to nurses regularly scheduled to work twenty (20) hours per week or more (.5 FTE and above). PVNA shall provide the core medical plan (for nurses who work thirty (30) hours per week (.75 FTE) or more where PVNA covers 100% of the premium for employee only coverage. Nurses .5 FTE and above may opt to pay the monthly premium for eligible dependents and/or domestic partners if so elected.

Nurses who are regularly scheduled to work twenty (20) hours per week but less than thirty (30) hours per week (.5 FTE to .74 FTE) will be eligible to participate in the plan with the employer contributing seventy percent (70%) of the premium contribution provided to full-time employees for the core medical plan.

In the event medical coverage is no longer available through Providence Health & Services, PVNA will use its best efforts to secure another carrier to provide the same or as similar as possible level of benefits to the employees at a premium rate similar to that rate paid by PVNA at the time of this contract's execution. Annually, PVNA will provide WSNA a summary of proposed medical insurance plan changes, within fourteen (14) days of PVNA's receipt of the proposal, including but not limited to: changes in deductibles, co-pays, prescription coverage, out-of-pocket maximums and dependent coverage. Nothing in this Article shall be construed as a waiver, by either party, of the right to negotiate or not to negotiate any changes in insurance plan benefits.

16.3 Dental Insurance. Beginning the later of the first of the month following employment, or the first of the month following the nurse's submission of enrollment forms, the employer shall provide group dental plan coverage to nurses regularly scheduled to work twenty (20) hours per week or more (.5 FTE and above). PVNA covers 100% of the premium for employee only coverage in the core dental plan for nurses who are regularly scheduled to work thirty (30) hours per week (.75 FTE) or more. Nurses may opt to pay the monthly premium for eligible dependents and/or domestic partners if so elected.

16.4 Disability Insurance. Beginning the later of the first of the month following employment, or the first of the month following the nurse's submission of enrollment forms, the employer shall provide long term disability insurance in accordance with the terms of the master policy for nurses regularly scheduled to work twenty (20) hours per week (.5 FTE and above) or more.

16.5 Life Insurance. Beginning the later of the first of the month following employment, or the first of the month following the nurse's submission of enrollment forms, the employer shall provide life insurance in accordance with the terms of the master policy for nurses regularly scheduled to work twenty (20) hours per week or more (.5 FTE and above).

16.6 Liability Insurance. A liability insurance plan shall be provided and paid for by the Employer.

16.7 State Industrial Insurance. Any nurse injured on the job and eligible for State Industrial Compensation may, at the nurse's option, be paid from accrued PTO/EIB in the amount of the difference between the nurse's regular pay and that paid by Industrial Insurance.

16.8 Premium Increases. Except as provided under Section 16.2, the Employer agrees to pay any increase in any of the insurance premiums described above.

ARTICLE 17 - RETIREMENT PLAN

17.1 The Employer will provide a retirement plan for all eligible nurses. Retirement benefits and eligibility requirements for participation will be defined by the Employer's plan documents.

17.2 Effective January 1, 2010, the Employer's Core Plan, also known as a cash balance retirement plan, was frozen and all eligible bargaining unit employees were covered by the Employer's Section 401(a) Defined Contribution Plan and the Employer's Value Plan, which includes Employer matching contributions and employee contributions, as well as the Section

457(b) Deferred Compensation Plan, collectively referred to herein as the new Retirement Program.

17.2.1 Effective January 1, 2022, eligible nurses will transition to the 401(k) Savings Plan. All caregiver, employer match, and employer discretionary contributions will occur in the 401(k) Savings Plan going forward.

The new 401(k) Plan contains the following contribution rates:

Annual contributions, in accordance with Plan rules, based on the following years of service:

0-9 3% of pay;

10-14 5% of pay;

15+ 6% of pay.

401(a) Plan balances will transfer to the 401(k) Plan. Value Plan accounts will be frozen to new contributions. The 457(b) Plan remains active. Nurses who are vested in the currently offered retirement plans as of January 1, 2022, will retain their vesting when transitioning to the 401(k) plan on January 1, 2022.

ARTICLE 18 - HEALTH AND SAFETY

18.1 Mutual Responsibility. PVNA and bargaining unit members recognize their mutual responsibility to understand and follow all commonly accepted safety procedures, to make available and to use appropriate safety equipment when treating patients with infectious or contagious diseases or in handling hazardous materials.

18.2 Health Tests. At the beginning of employment as pursuant the Center for Disease Control (CDC) guidelines, all nurses will be provided a tuberculin test and, if required, a chest x-ray at no cost to the nurse.

18.3 Regulatory Guidelines. PVNA and the bargaining unit members recognize and accept that safety practices designed to provide for a safe workplace shall include but not be limited to guidelines published by the Center for Disease Control, Home Health Care Licensing Guidelines, and any and all safety rules promulgated by OSHA, WISHA, PVNA and/or Conference Committee recommendations.

18.4 Safety Reports. Nurses are encouraged to report any unsafe working conditions to their supervisors. No nurse shall be disciplined for reporting such conditions, nor be required to work when she or he has professionally accepted grounds to believe such action would result in danger to life and safety.

ARTICLE 19 - EMPLOYER/NURSE CONFERENCE COMMITTEE

19.1 Conference Committee. The Employer, jointly with the elected representatives of the staff nurses of the Employer, shall establish a Conference Committee to assist with personnel and other mutual problems. The purpose of this committee shall be to foster improved communications between the Employer and the nursing staff. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall be established on a permanent basis. It shall consist of at least 2 but no more than 4 representatives of management and nurses of the Employer and shall meet every second month but at least quarterly. These meetings shall be in alternate months from those of the Nurse Practice Committee or as mutually agreed upon.

19.2 Nurse Practice Committee. The Employer, jointly with the elected representatives of the staff nurses of the Employer, shall establish a Nurse Practice Committee to assist with nursing practice issues. The purpose of this committee shall be to discuss and improve nursing practice including the evaluating of staffing needs. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee shall be established on a permanent basis. It shall have Employer and bargaining unit Co-Chairs and consist of at least 2 but no more than six (6) representatives of management and nurses of the Employer and shall meet every second month but at least quarterly. These meetings shall be in alternate months from those of the Conference Committee or as mutually agreed upon. Committee meeting agendas shall be mutually developed by the Committee.

ARTICLE 20 - GRIEVANCE PROCEDURE

In the event of any dispute or difficulty arising under this Agreement as to its interpretation or application, same shall be handled in the manner described herein. It is expressly understood that the discretion to move from one step to the next shall not be implied or construed to allow a nurse to seek a remedy outside of this procedure without fully utilizing all of the steps provided herein.

Step 1 - Nurse and Immediate Supervisor.

It is the desire of the parties to this agreement that grievances be adjusted informally when possible and at the first level of supervision. If a nurse has a grievance, then they shall first discuss the issue with the immediate supervisor within fourteen (14) calendar days from the date when the nurse was aware or should have been aware that a grievance exists. The immediate supervisor shall be given seven (7) calendar days to respond to the nurse.

Step 2 - Nurse and Manager or Designee.

In the event the matter cannot be resolved informally, and it is the nurse's desire to proceed further, the nurse shall reduce the grievance to writing and submit it to the Manager or designee in writing within seven (7) calendar days of the decision of Step 1. The written grievance shall contain a description of the alleged problem, the date it occurred, the provision of this Agreement allegedly violated, and the corrective action the grievant is requesting. A conference between the nurse, an Association representative, if

requested by the nurse, and the Manager or designee shall then be held at a mutually agreeable time. The Manager or designee shall endeavor to resolve the grievance and shall respond in writing within seven (7) calendar days of the meeting with the grievant.

Step 3 - Nurse and Director or designee.

In the event the nurse is not satisfied with the reply in Step 2, they may submit the grievance in writing to the Director or designee within seven (7) calendar days of the decision at Step 2. A conference between the nurse, an Association representative, if requested by the nurse, and the Director or designee shall then be held at a mutually agreeable time. The Director or designee shall endeavor to resolve the grievance and shall respond in writing within ten (10) calendar days of the meeting with the nurse.

Step 4 - Arbitration.

In the event the grievance is not settled on the basis of the above procedure, the grievant/Association may submit the issue in writing for arbitration postmarked within fourteen (14) calendar days of the issuance of a decision from the Director or designee at Step 3. If the Employer and the Association fail to agree on an arbitrator, a list of the eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator shall be confined to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to them. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The decision by the arbitrator will be final and binding on all parties. Each party shall be responsible for one-half (1/2) of any fees or expenses incidental to the arbitration. All other expenses shall be borne by the party incurring such expenses and neither party shall be responsible for the expenses of witnesses called by the other party.

ARTICLE 21 - UNINTERRUPTED PATIENT CARE

During the term of this Agreement, there shall be no lockout of the nurses by the employer. There shall be no strikes, sympathy strikes or stoppages of work by the nurses, mass sick leaves, or slow-downs. Nothing contained in the contract is to be construed to grant any nurse the right to strike. Violations of this Article shall result in the immediate discharge of the employee. This provision shall not be interpreted to prohibit an individual employee from participating in picketing or other publicity activity engaged in by a labor organization other than the Union, so long as the employee is off work and on their own time.

ARTICLE 22 - SAVINGS CLAUSE

This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or of the Governor of the State of Washington and any applicable rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above, or by declaration by any court

of competent jurisdiction, such actions shall not invalidate the entire Agreement. If any provision is held invalid, the parties hereto shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such provision(s).

ARTICLE 23 - DURATION

The Agreement shall become effective upon ratification and will continue in full force and effect through May 31, 2024.

Should either party desire to amend the terms of this Agreement, a written notice of opening shall be submitted to the other party no later than ninety (90) calendar days prior to the expiration of this Agreement. Unless mutually agreed otherwise, the parties shall meet within thirty (30) calendar days of timely notice for the purpose of negotiating a new Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the 25th day of October 2021.

**WASHINGTON STATE NURSES
ASSOCIATION**

PROVIDENCE VNA HOME HEALTH

By: Kathleen Thompson
Kathleen Thompson BSN, RN, CDCES,
WSNA Chair

By: Mike Hone
Mike Hone, Executive Director

By: Marilee Naddy
Marilee Naddy, RN, Grievance Officer

By: Ryan Lowder
Ryan Lowder, CHRO

By: Lisa Figg
Lisa Figg RN, WTA, WSNA Treasurer

By: Rachel Morgan
Rachel Morgan RN, BSN

By: J Smedley 10/25/21
Jaclyn Smedley, RN, WSNA Nurse
Representative

By: J Smedley (on behalf of Mike Sanderson)
Michael A Sanderson, WSNA General
Counsel

ATTACHMENT A

Providence VNA Home Health Wage Scale

| Pay Step | Effective Dates* | | |
|----------|------------------|----------|----------|
| | Ratification | 6/1/2022 | 6/1/2023 |
| 1 | \$32.64 | \$33.46 | \$34.38 |
| 2 | \$33.44 | \$34.28 | \$35.22 |
| 3 | \$34.28 | \$35.14 | \$36.11 |
| 4 | \$35.13 | \$36.01 | \$37.00 |
| 5 | \$36.01 | \$36.91 | \$37.93 |
| 6 | \$36.91 | \$37.83 | \$38.87 |
| 7 | \$37.83 | \$38.78 | \$39.85 |
| 8 | \$38.77 | \$39.74 | \$40.83 |
| 9 | \$39.74 | \$40.73 | \$41.85 |
| 10 | \$40.74 | \$41.76 | \$42.91 |
| 11 | \$41.76 | \$42.80 | \$43.98 |
| 12 | \$42.80 | \$43.87 | \$45.08 |
| 13 | \$43.85 | \$44.95 | \$46.19 |
| 14 | \$44.95 | \$46.07 | \$47.34 |
| 15 | \$46.09 | \$47.24 | \$48.54 |
| 16 | \$47.24 | \$48.42 | \$49.75 |
| 17 | \$47.24 | \$48.42 | \$49.75 |
| 18 | \$48.44 | \$49.65 | \$51.02 |
| 19 | \$48.44 | \$49.65 | \$51.02 |
| 20 | \$49.64 | \$50.88 | \$52.28 |
| 21 | \$49.64 | \$50.88 | \$52.28 |
| 22 | \$50.89 | \$52.16 | \$53.59 |
| 23 | \$50.89 | \$52.16 | \$53.59 |
| 24 | \$52.16 | \$53.46 | \$54.93 |
| 25 | \$53.46 | \$54.80 | \$56.31 |

*** *Actual Effective Dates – First day of the period following ratification or stated effective date in table.**

MEMORANDUM OF UNDERSTANDING

Voluntary Night On-Call Team

The parties agree to apply the following procedure for one year from ratification after which it will be reviewed by the Conference Committee to determine its efficacy. Either party may conclude after a one-year trial that the pilot program has not been efficacious and the LOU will be discontinued.

Voluntary Night On-Call Team. Nurses who have agreed to participate on the Voluntary Night On- Call Team shall meet every four months to fill in availability.

Conflicts regarding who receives a Voluntary Night On-Call shift shall be resolved on the basis of seniority. The parties agree that it is preferable to fill Night On-Call shifts with volunteers.

However, should there be insufficient volunteers, PVNA may schedule shifts beginning with the least senior nurse. Nurses working Night On-Call may arrive late or be released from their next scheduled shift immediately following the Night On-Call shift upon appropriate notice to their supervisor.

Exploration of New Time-Off Benefits

The Association and PVNA agree to meet on a regular basis through the life of the contract to discuss the potential implementation of a new time-off and leave program, provided the program is mutually agreeable to the Association and PVNA. The term “regular basis” shall mean no less than twice per year. Should no mutually agreeable solution be reached on the details of the new time-off and leave program, the current contract language will remain in force for the duration of the agreement.

Scale adjustment

After the first full pay period following ratification, remove Steps 1-6 from the scale and re-start the scale at current Step 7, which would become Step 1. Nurses will be moved to their current step placement on the new scale (i.e., nurses on Step 6 on the current scale would move to Step 6 on the revised scale, which would be equivalent to Step 12 on the current scale).

After the first full pay period following ratification, add a new top step (Step 25) to the scale which is 2.5% above Step 24 and place nurses with 25 or more credited years of experience on the new top step.