ARTICLE 2 - EQUALITY OF EMPLOYMENT OPPORTUNITY

A. Home Health and Hospice and Association agree that they will, jointly and separately, abide by all applicable state and federal laws against discrimination in employment on account of race, color, religion, national origin, age, sex, gender identity or expression, marital status, veteran’s status, sexual orientation, or disability.

B. There shall be no discrimination by Home Health and Hospice against any nurse on account of membership in or lawful activity on behalf of the Association, provided, however, the parties understand that any Association activity must not interfere with normal Home Health and Hospice routine, or the nurse’s duties or those of other Home Health and Hospice employees.
ARTICLE 6 - EMPLOYMENT STATUS

A. Home Health and Hospice shall have the right to suspend, discharge and discipline nurses for proper or just cause. Discipline will be used progressively in the following steps: coaching or counseling (prior to formal disciplinary action); documented verbal warning; written warning and/or final written warning including a statement that if the issue does not improve, termination may result; and termination of employment, except that Home Health and Hospice may bypass one or more of these steps of discipline for causes it deems more serious, in accordance with just cause. Disciplinary action will be conveyed in a private manner.

B. Individual Work Plans. Work plans are not disciplinary actions. The goal of a work plan is to provide a tool to enable a nurse to develop skills and/or improve performance. Work plans will outline job requirements, performance expectations, and objectives. Home Health and Hospice will seek input from the nurse in the development of a plan, but the parties acknowledge that Home Health and Hospice has the right to determine when to implement a plan and to decide on the terms set forth in the development of the work plan. If a plan is in place and there is a significant change in circumstances (e.g., significant change in workload or assignment), the nurse may request an adjustment to the plan to address the changed circumstances.

B. Home Health and Hospice shall have the right to hire, promote and transfer nurses, except as expressly limited by the Agreement.

C. A nurse employed by Home Health and Hospice shall be considered probationary during the first 180 calendar days of employment. If a nurse is terminated by Home Health and Hospice during the probationary period, but after 120 calendar days of employment, and the nurse has not been given a written evaluation after 60 calendar days of employment and before completion of 120 calendar days of employment, then Home Health and Hospice shall give the nurse no less than three (3) weeks' notice of termination of employment or pay in lieu thereof for any part of the three-week period for which such notice was not given, unless the termination is for
violation of professional nursing ethics as defined by the Oregon State Board of Nursing, for purposes of this paragraph D, only. The preceding notice provision, when applicable, is in place of the notice provisions in E above.

D. Nurses shall give Home Health and Hospice not less than two (2) weeks’ notice of intended resignation.

E. Home Health and Hospice shall give nurses no less than two (2) weeks’ notice of termination of employment. If less notice is given, then Home Health and Hospice will provide pay in lieu thereof for any days which would have been worked within that part of the two (2) week period for which such notice was not given; provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics.

A nurse has the right to request a representative of the Association to be present for an interview by the Hospital as part of an investigation that might lead to discipline. Unless doing so could reasonably interfere with the integrity of the investigation, the nurse will be informed of the general area of concern prior to the investigatory meeting with the involved nurse.

F. A nurse who feels they have been suspended, disciplined, or discharged without proper cause may present a grievance for consideration under Article 12, Grievance Procedure, except as limited in paragraph A therein. A nurse will also be permitted to submit to his/her personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge. After three (3) years, if no further disciplinary action is applied, a nurse may request in writing that the disciplinary action be removed from their personnel file. Such request will not be unreasonably denied.

G. A nurse shall, if they so requests, be granted an interview upon the termination of the nurse’s employment.
H. A nurse who is scheduled to work shall not be assigned to other than that nurse’s scheduled working assignment because of the use of unscheduled nurses. The preceding sentence shall not apply if it would result in a nurse in the latter category being assigned to work for which such nurse is not qualified; however, when such nurse(s) is needed, Home Health and Hospice shall make a reasonable effort to obtain a nurse who is qualified.

I. A nurse who is absent from work for three (3) consecutive working days without notice to Home Health and Hospice is subject to discipline, suspension or discharge.

J. Restrooms shall be provided by Home Health and Hospice. For nurses working in the field, travel time and mileage to publicly available restrooms will be paid.
ARTICLE 8 - HEALTH AND WELFARE

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

B. In the event of an exposure, Home Health and Hospice will provide any exposure specific testing as defined by the Center for Disease Control (CDC) at no cost to the nurse. A nurse, upon request, will be furnished a copy of all results of the aforementioned tests. If Home Health and Hospice requires quarantine of the nurse, Home Health and Hospice will provide the nurse with work from home duties, paid administrative leave, or a combination of the two to maintain the nurse’s regular paid hours for the quarantine period.

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

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

E. Providence will provide a short-term disability and paid parental leave benefit effective with the pay period beginning Sunday, Jan. 5, 2020. Short-term disability and paid parental leave will be paid at 65% of the employee’s base rate of pay plus shift differential plus certification premium, including clinical ladder, if applicable.

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

Home Health and Hospice shall offer a medical insurance plan with coverage substantially similar to their status quo plans in Oregon, but with an annual employee total cost (deductible plus annual employee premium share less subsidy) of not more than $400 for individuals and not more than $1000 for a family.

Notwithstanding the above reductions, that medical insurance plan shall limit out-of-pocket-maximums to not more than $1,700 for an individual and not more than $3,450 for a family.

If Home Health and Hospice is not able to offer a substantially similar plan which conforms to the above requirements due to geographic and/or provider restrictions, then Home Health and Hospice shall increase the subsidy and/or decrease the employee
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premium share for its existing plans to conform to the annual employee total cost requirements as set forth above.

home health and hospice shall provide the subsidy to all bargaining unit nurses, regardless of their participation in the employer’s virgin pulse or program or similar programs. participation in virgin pulse or similar programs shall be voluntary.

home health and hospice’s plans shall provide 100% coverage for out-of-pocket costs related to outpatient mental health services.

for the duration of the collective bargaining agreement, there shall be no increase to employee total costs.

for the duration of the collective bargaining agreement, home health and hospice shall maintain substantially similar medical coverage.

G. for the term of the collective bargaining agreement, the medical center home health and hospice will not charge or create any significant or material newly contemplated never before charged fee for the medical, dental and vision insurance plans.
ARTICLE 10 - ASSOCIATION BUSINESS

A. Duly authorized representatives of Association shall be permitted at all reasonable times to enter any Providence location from which bargaining unit nurses work, including but not limited to Home Health and Hospice at Cedar Hills, Mall 205, Home Services Halsey building, Providence Office Park (Building 1, Suite 160), Providence Willamette Falls Medical Plaza 1 (Suite 20), and Providence Home Health Yamhill Branch for purposes of transacting Association business and observing conditions under which nurses are employed; provided, however, that Association’s representative shall comply with Home Health and Hospice’s security and identification procedures. Transaction of any business shall be conducted in an appropriate location subject to general Home Health and Hospice and clinic rules applicable to non-employees, shall be confined to contract negotiation and administration matters, and shall not interfere with the work of the employees.

B. Home Health and Hospice will provide Association with designated bulletin board space of approximately two (2) feet by three (3) feet at Home Health and Hospice’s office locations for bargaining unit nurses, which will be the exclusive places for the posting of Association-related notices. Such postings shall be limited to notices that relate to contract negotiation and administration matters.

C. Information. Home Health and Hospice will supply the bargaining unit chair and Association monthly, by electronic means, a list of all bargaining unit nurses showing their full name, home addresses on record (street name and number, city, state and zip code), listed telephone numbers, beginning dates of their last period of continuous employment, status (full-time, part-time, or per diem), and the assigned shifts and unit, title, FTE, and date of hire or adjusted date of hire of each nurse. Home Health and Hospice will also supply each month a list showing the names and addresses of all nurses who terminated during the preceding month including transfers from the bargaining the unit. The Association may request additional information relevant to this Agreement and its application, as needed, in accordance with the National Labor Relations Act.
D. Nurses who serve on the bargaining team or as representatives in investigatory or grievance meetings and nurses who serve as delegates, cabinet members, or board members, of the Association or its parent (ANA) will be granted paid time off, up to a total of 50-100 hours per nurse per calendar year for all such nurses, to attend to official union business, as outlined below.

1. Nurses must submit such a request for time off as soon as possible but no later than the schedule cutoff date.

2. Nurses who submit requests pursuant to this paragraph C will be permitted to either:

(a) Use accrued but unused PTO in the nurse’s account; or

(b) Access a bank of 50 hours per calendar year, if the nurse’s accrued PTO account is then at 80 hours or less. Nurses who access this bank of unpaid hours will be permitted to take time off without loss of benefits.

3. If more than 3 nurses on the same unit and shift request time off pursuant to this paragraph C for the same or overlapping periods of time, Home Health and Hospice will determine whether all of the nurses’ requests may be granted, consistent with patient care needs, and, if such requests cannot be granted, Home Health and Hospice will meet with the Association to determine which of the nurses’ requests will be granted.
ARTICLE 12 - GRIEVANCE PROCEDURE

A. A grievance is defined as any dispute by a nurse over Home Health and Hospice’s interpretation and application of the provisions of this Agreement. During a nurse’s probationary period, the nurse may present grievances under this Article to the same extent as a nurse, except that neither discipline nor termination of a probationary period nurse will be subject to this Article. A grievance shall be presented exclusively in accordance with the following procedure:

Step 1 — If a nurse has a grievance, (s)he they may present it in writing (containing, to the best of the nurse’s understanding, the facts and Agreement provisions involved) to the nurse’s immediate supervisor within twenty-one (21) days after the date when (s)he they had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance. A grievance concerning discharge or other discipline must be presented within fourteen (14) days after the date of notice of any discharge or other discipline which is the subject of the grievance. Only a nurse who was actually involved in the occurrence may present a grievance, unless (a) another nurse presents the grievance because the former nurse is mentally or physically incapable of doing so or (b) any nurse who is an officer of the bargaining unit presents a group grievance where the occurrence actually involved two or more nurses. The immediate supervisor’s reply is due within ten (10) days of such presentation. The Association may choose to present such a group grievance at Step 1 if the affected nurses have the same immediate supervisor. Otherwise, the grievance will be presented at Step 2.

Step 2 — If the grievance is not resolved to the nurse’s satisfaction at Step 1, the nurse may present the grievance in writing to the Director manager responsible for the nurse’s unit department, or designee, within ten (10) days after receipt of the response in Step 1 or, if this response is not received within that period, within ten (10) days after the expiration of time allocated in Step 1 for the response.
within twenty-eight (28) days, or twenty-one (21) days for grievances concerning discharge or discipline, after the date when (s)he had knowledge or, in the normal course of events, should have had knowledge of the occurrence involved in the grievance, whether or not (s)he has received the immediate supervisor's reply by that time. If the grievance has been presented to Step 2 in accordance with this Article, the written response is due within ten (10) days of such presentation.

Step 3 — If the grievance is not resolved to the nurse’s satisfaction at Step 2, (s)he may present the grievance in writing to the Executive Director within ten (10) days after receipt of the response in Step 2 or, if this response is not received within that period, within ten (10) days after the expiration of time allocated in Step 2 for the response. The Executive Director’s or designee’s written response to the grievant and the Association is due within ten (10) days after a meeting between such Home Health and Hospice representative and the grievant and the grievant’s representative, if any. If no meeting is held, such written response is due within ten (10) days after presentation of the grievance in accordance with this Article to the Executive Director or designee.

Step 4 — If the grievance is not resolved to the nurse’s satisfaction at Step 3, (s)he may present the grievance in writing to the Administrator or designee within ten (10) days after receipt of the response in Step 3 or, if this response is not received within that period, within ten (10) days after the expiration of time allocated in Step 3 for the response. The Administrator’s or designee’s written response to the grievant and the Association is due within ten (10) days after a meeting between such Home Health and Hospice representative and the grievant and the grievant’s representative, if any. If no meeting is held, such written response is due within ten (10) days after presentation of the grievance in accordance with this Article to the Administrator or designee. (Optional) If the grievance is not resolved to the nurse’s satisfaction at Step 3, Home Health and
Hospice and the Association may mutually agree to submit the unresolved grievance to mediation within ten (10) days following the Step 3 response. Each party shall bear their own costs associated with preparing for the mediation. Costs of mediation, if any, shall be shared equally by both parties. The mediation process will be conducted within thirty (30) days of the request, if feasible, and may be terminated through written notice to the other party at any time.

**Step 5** — If the grievance is not resolved to the nurse’s satisfaction at Step 4 or through mediation as described in Step 4, Association may submit the grievance to an impartial arbitrator for determination. If it decides to do so, Association must notify the Administrator in writing of such submission not later than ten (10) days after receipt of the Administrator’s Step 4 response or, if such response has not been received, within twenty (20) days after proper presentation of the grievance to Step 43, or within ten (10) days of the conclusion of the mediation process described in Step 4 if that process does not result in resolution of the grievance.

**B.** It is the intent of the parties that meeting(s) will be held at Steps 1, and/or 2 and/or 3 and/or 4 among the grievant and representatives of Association and Home Health and Hospice, if requested by grievant, Association or Home Health and Hospice. At such meeting(s), the grievance will be discussed in good faith. If meeting(s) are not held because of the unavailability of the grievant or persons from either Home Health and Hospice or Association, the grievance will continue to be processed as set forth above.

**C.** A grievance will be deemed untimely if the time limits set forth above for presentation of a grievance to a step are not met, unless the parties agree in writing to extend such time limits.

**D.** If the parties are unable to mutually agree upon an arbitrator at Step 5, the arbitrator shall be chosen from a list of five (5) names furnished by the Federal Mediation and Conciliation Service. The parties shall alternately strike one (1) name from the list, with the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator for the grievance.
E. The arbitrator's decision shall be rendered within thirty (30) days after the grievance has been submitted to the arbitrator, unless the parties by mutual agreement extend such time limit.

F. The decision of the arbitrator shall be final and binding on the grievant and the parties, except that the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement or to impose any obligation on Association or Home Health and Hospice not expressly agreed to in this Agreement.

G. The fee and expenses of the arbitrator shall be shared equally by Association and Home Health and Hospice, except that each party shall bear the expenses of its own representation and witnesses.

H. As used in this Article, "day" means calendar day.
ARTICLE 21 - TASK FORCE

A. Home Health and Hospice and the Association agree to create a task force for the purpose of facilitating communication and fostering a model of cooperative problem solving of issues related to contract and operational matters arising during the term of the current agreement.

B. The Association shall appoint four (4) three (3) members to the task force, at least three (3) two (2) of whom shall be employed by Home Health and Hospice. Home Health and Hospice shall also appoint three four (4) three (3) to the task force.

C. The task force will set a schedule of regular meetings of every other month (unless both parties mutually agree to meet more frequently on paid time) or as otherwise agreed to between Home Health and Hospice and the Association. Employed nurse members will be paid up to one (1) hour for attendance at task force meetings and up to one (1) hour for preparation and follow up to task force meetings, except that if both parties agree the meeting needs to continue longer than one hour, then nurse members will be paid for the extended meeting time. The meeting locations will alternate between the business units East and West Branch locations, or the meetings may be held virtually by mutual agreement.

D. Failure of the task force to agree on a matter will not be grievable.

D. The task force will designate co-chairs to prepare an agenda five (5) days before each meeting. Minutes for each meeting will be prepared and furnished to members of the task force within ten (10) days. Each co-chair will alternate chairing the meeting. The minutes and information furnished by Home Health and Hospice to the Association and its task force members in connection with the functioning of the task force are to be deemed confidential to the task force and the Home Health and Hospice executive members of ONA and may be disclosed to other persons only by mutual agreement of Home Health and Hospice and the Association.