

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INOVA VNA HOME HEALTH CARE  
d/b/a INOVA VNA HOME HEALTH**

**and**

**OHCP/CWA LOCAL 2252**

Effective from March 2, 2005 through December 31, 2007.

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THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of March, 2005, by and between INOVA VNA HOME HEALTH CARE d/b/a INOVA VNA HOME HEALTH (the Employer) and OHCP/CWA LOCAL 2252 (The Union).

INTENT AND PURPOSE

The purpose of the Employer and the Union in entering into this Agreement is to set forth their Agreements on optimum rates of pay, hours of work, amicable resolution of disagreements or disputes, and other conditions of employment so as to promote, above all, quality and cost-efficient patient care, as well as uninterrupted operations, orderly and harmonious relations, and the highest level of employee performance consistent with sustained effort and safety.

ARTICLE 1

BARGAINING UNIT

Section 1.1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for purposes of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment for all employees in the following appropriate unit:

All full time and regular part-time and PRN Physical Therapists (PT's), Occupational Therapists (OT's) and Speech-Language Pathologists (SLP's) engaged in home health care services for Inova VNA Home Health Care d/b/a Inova VNA Home Health employed at its Springfield, Virginia unit, but excluding all other employees, guards, and supervisors as defined in the National Labor Relations Act.

## ARTICLE 2

### CATEGORIES OF EMPLOYMENT STATUS

Section 2.1. Bargaining unit employees who have completed their probationary period shall be assigned to one of the following categories of employment:

1. Full Time Per Visit: Designated for positions in which the employee is available to make a minimum of 25 visits per week for an indefinite period.
2. Part Time Per Visit: Designated for positions in which the employee is available to make a minimum of 12 visits per week for an indefinite period.
3. PRN Per Visit: Designated for positions in which the employee does not have regular or minimum scheduling requirements and is assigned as needed for an indefinite period; however, the employee must work a minimum of 3 visits within any 90 calendar day period to remain employed.

## ARTICLE 3

### PROBATIONARY PERIOD

Section 3.1. A new employee shall be on probation for a period of 90 calendar days. During such period a probationary employee shall have no seniority and no contractual rights under any provision of this Agreement. However, a probationary employee may file a grievance and proceed to arbitration under Article 7 solely for an alleged contract violation regarding the payment of wages or benefits. Upon successful completion of the probationary period, the seniority of such employee shall be computed as of the date of hire. The probationary period may be extended by the Employer for any period during which the probationary employee is absent or otherwise unavailable to perform their duties.

Section 3.2. Any new employee, for any period agreeable to the Employer and the employee, may be assigned by the clinical supervisor (based on availability, geographical convenience and other criteria devised by management) to an experienced therapist who will serve as mentor. No therapist shall mentor more than one employee at a time. The mentoring schedule and activity plan will be devised and modified by the therapist and the clinical supervisor, subject to approval in writing by the Supervisor, based on the experience and needs of the employee. The schedule and plan shall be reviewed and revised on a regular basis by the mentor and the clinical supervisor, subject to the approval of the clinical supervisor. Mentoring activities may include (but are not limited to) actual joint visits, post-visit interviews or debriefings by telephone or personal conference, review of therapy activities and records on an as-needed basis, informal "hot line" question and answer sessions and the like. The new employee will be paid the administrative rate for all orientation and mentoring including observation of the mentor therapist making the home visit, up to the point where the new

employee performs the visit. Non-visit time spent in mentoring shall be compensated as any other administrative work time provided that it falls within the approved schedule and activity plan. Joint visit time will be paid at the full per visit rate for both the mentor and the new probationary employee if they are classified as per visit and the mentor is observing the new employee.

## ARTICLE 4

### BARGAINING UNIT WORK

Section 4.1. Qualified bargaining unit employees shall normally perform bargaining unit work. The Employer shall not assign work to employees outside of the bargaining unit for the sole purpose of causing the permanent layoff of bargaining unit employees.

Section 4.2. Nothing in this Agreement shall prohibit or interfere with the right of the Employer to subcontract any work. However, if the Employer makes a tentative decision to subcontract bargaining unit work which would directly result in the permanent layoff of bargaining unit employees, the employer will, prior to implementation, notify the Union and, upon request, promptly meet with the Union to discuss such decision and any reasonable alternatives, as well as to negotiate over the effects of such decision.

Section 4.3. Nothing in this Agreement shall prohibit or interfere with the right of the Employer to hire irregular part-time, casual, temporary or seasonal employees or to temporarily transfer Inova Health System employees from outside the unit to perform bargaining unit work, provided they are not employed for a period longer than 90 calendar days. If such employee is employed for a period longer than 90 calendar days, the employee shall then become a probationary bargaining unit employee pursuant to Article 3 of this Agreement.

## ARTICLE 5

### UNION MEMBERSHIP AND CHECKOFF

Section 5.1. Employees shall have the right to join the Union and remain members in good standing but shall also have the right at any time to refrain from becoming or remaining union members. Neither the Union, its officers, nor its members shall intimidate or coerce employees to cause them to join the Union, nor shall the Employer discourage union membership or activity.

Section 5.2. In the case of employees who have signed voluntary authorization cards for the deduction of union dues and fees, the Employer will deduct from the wages due such employees, the Union dues, initiation fees, and assessments as designated to the Employer for each such employee by the Union. The Employer shall remit the amounts deducted to the designated destination as determined by the treasurer of the Union within two weeks of the date of the paycheck from which the deduction is made. The Union treasurer will be furnished simultaneously with a list of persons from whom dues were deducted and the amount deducted from each check. The Employer shall cease to make such deductions starting with the month following written notice from the employee to the Employer that the employee no longer wants such deductions to be made.

Section 5.3. No deductions shall be made which are prohibited by applicable law, and no obligations under this Article 5 shall exist unless and until the Union has complied with all legal obligations regarding Union membership and the payment of dues or fees.

Section 5.4. The Union agrees to indemnify, defend (if requested to do so), and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues, assessments, and initiation fees from a member's pay, or

from any other liability of any nature on account of the Employer's compliance with, or failure to comply with any provision of this Article.

## ARTICLE 6

### NON-DISCRIMINATION

Section 6.1. The Employer and the Union agree not to discriminate against any employee with respect to any term and condition of employment on account of race, color, sex, national origin, age, religion, disability unrelated to ability to perform work, sexual orientation or union membership in violation of any federal, state, or local statute, or on account of any other category protected by federal, state, or local statute.

Section 6.2. In the event the Employer shall make a reasonable accommodation under the Americans With Disabilities Act or the regulations promulgated thereunder to the disability of any employee that may be in conflict with any provision of this Agreement, the Employer shall be privileged to make such accommodation notwithstanding the requirements of this Agreement.

Section 6.3. In the event any employee or the Union feels that any action taken or not taken by the Employer under this Article violates this Agreement or any statute or ordinance listed above, such employee or the Union shall utilize the grievance and arbitration provisions of Article 7 of this Agreement. If such grievance is pursued to arbitration, the Arbitrator shall be bound by the rights and obligations of the Employer, the Union, and the employees involved under both this Agreement and the statutes or ordinances listed above.

Section 6.4. In the event the Union disagrees with an accommodation to be made by the Employer under the Americans With Disabilities Act and the Employer thereafter fails or refuses to make such accommodation, any liability resulting therefrom shall be joint and several between the Employer and the Union.

## ARTICLE 7

### RESOLUTION OF GRIEVANCES

Section 7.1. Inova and the Union recognize the mutual benefits of resolving disputes over the interpretation or application of this Agreement in a prompt and orderly fashion to maintain harmonious relations and optimum patient care. Toward that objective, the parties agree that all differences, disputes, and grievances that may arise between the employees, the Union, and the Employer during the term of this Agreement involving interpretation or application of this Agreement shall be taken up in the manner set forth below. If any employee or group of employees feel that any rule, policy, instruction, or order of a supervisor is improper, that employee or group of employees shall comply with the rule, policy, instruction or order (unless the employee has a good faith objective basis for believing that to do so will (a) create an extraordinary risk of death or serious injury to the employee or patient, or (b) could result in loss of license). The employee or the Union may thereafter file a grievance under the grievance procedure provided in this Agreement. The employee has the right to be represented by a Union Steward or Representative as indicated at each step in the process.

Section 7.2. Grievances must be filed and processed in the following manner:

Step 1: Between the aggrieved employee and/or the Steward and the Employee's Regional Manager. The employee or the Union may raise a grievance within fourteen (14) calendar days after the occurrence or event giving rise to the grievance. If the employee is on approved absence when the event occurred, the grievance must be filed within fourteen (14) calendar days of the employee's return to work, but in no event later than 60 calendar days from the date of the occurrence or event. The dispute at this step will be oral and informal. If no

satisfactory settlement is reached at Step 1 within seven (7) calendar days of the notification of the Regional Manager, the matter may be reduced to writing and referred to Step 2. To be timely, a grievance must be raised in writing in Step 2 within fourteen (14) calendar days of the Step 1 meeting.

Step 2: Within the time limits set forth above, the matter may be reduced to writing, signed by the employee or employees involved and/or union steward, and presented to the Executive Director of Inova VNA Home Health. The Executive Director (or appropriate designee) shall meet with the employee and the employee's steward within fourteen (14) calendar days of receipt of the grievance to attempt to resolve the grievance. During such meeting, each party shall have the right to ask questions and to present any information or evidence relevant to the grievance. Thereafter, the Executive Director shall endeavor to provide an answer to the grievance within fourteen (14) calendar days of the meeting. If the Executive Director denies the grievance or does not provide a written response within fourteen (14) calendar days of the meeting, the Union may appeal the grievance to the Human Resources Director, Inova Home Health (or designee), provided such appeal is received by the Human Resources Director within fourteen (14) calendar days of the date of the Executive Director's answer in Step 2, or within fourteen (14) calendar days of the date the Executive Director's answer was to be provided.

Step 3: The Human Resources Director (or designee), the employee and/or the designated Union Representative shall discuss the grievance within fourteen (14) calendar

days of the receipt of the grievance and the Human Resources Director (or designee) shall endeavor to answer the grievance in writing within fourteen (14) calendar days of such discussion. If the answer is unacceptable to the Union or if the Human Resources Director does not provide a written answer within fourteen (14) calendar days of such discussion, the Union may appeal the grievance to arbitration in strict accordance with the provisions of Section 7.5, below.

Section 7.3. (a) Grievances involving the discharge of any bargaining unit employee must be filed in writing at Step 2 with the Executive Director. To be timely, such grievance must be filed within seven (7) calendar days of the date the employee became aware of the discharge.

(b) Grievances involving a request to correct an error in pay must be filed in Step 2 with the Executive Director. To be timely, such grievance must be filed within 30 calendar days of the date the allegedly improper paycheck was issued.

Section 7.4. All written grievances must contain the following information: (a) the name and signature of the grievant or grievants and/or stewards, (b) the act or occurrence complained of, (c) the date of said act or occurrence, (d) the specific contract provision or provisions alleged to have been violated, (e) the specific manner in which it is believed those provisions were violated, (f) the relief sought, and (g) any other information relevant to the prompt investigation and resolution of the grievance. Any grievance which does not substantially comply with these requirements shall not be regarded as a properly filed grievance. Any grievance rejected because of a failure to comply with the requirements of Section 7.4 may be refiled as amended within five (5) working days of being so rejected.

Section 7.5 – Arbitration. If any grievance is not resolved in the manner set forth above then any such grievance timely and properly processed through the above procedure may be appealed to arbitration by the Union by giving written notice of its desire to arbitrate. Such notice must be received by the Human Resources Director within fourteen (14) calendar days of the date of the Employer's answer in Step 3, or within fourteen (14) calendar days of the date the Employer's answer in Step 3 was due. If the decision to arbitrate requires Union Executive Committee approval, the Union must promptly notify the Employer of that fact, and the written demand for arbitration must be received by the Human Resources Director within ten (10) calendar days of the next Executive Committee meeting, but no later than thirty (30) calendar days from the Employer's Step 3 answer.

The Union shall request in writing (with a copy to Human Resources Director) the Federal Mediation and Conciliation service to submit a panel of seven (7) arbitrators, all of whom are members of the National Academy of Arbitrators. Such request must be made within seven (7) calendar days of the date the demand for arbitration is sent to the Employer. The parties shall select the Arbitrator from that list by alternately striking the names until one name remains. The parties shall complete their striking within fourteen (14) calendar days. Each party shall have the right to reject one entire panel. The strike in the first case shall be by the Employer and subsequently alternated with the Union thereafter. Separate grievances may not be joined in a single arbitration except by mutual agreement of the parties.

The Arbitrator shall be bound by the express provisions of this Agreement and shall not have the power to add or subtract from or modify any of the express provisions of this Agreement or create any obligation not expressly contained in this Agreement. The Arbitrator's decision consistent with this authority shall be final and binding on the Employer, the Union, and

the employees. The Arbitrator shall be encouraged to render the award promptly after the conclusion of the case. The cost of the arbitration shall be shared equally by the Employer and the Union. Such costs shall include the filing fee, if any, the Arbitrator's fee and expenses, transcript, and place of holding the hearing. Each party shall be responsible for compensating its own representatives.

In the event any backpay award is determined to be appropriate, any interim earnings (other than earnings from secondary employment held prior to discharge or suspension and in an amount consistent with the prior level of employment) or unemployment compensation received by the employee shall be deducted from the amount due. No monetary remedy for any grievances shall be awarded for any period earlier than thirty (30) calendar days prior to the filing of the grievance.

The time limits set forth in this Article are "of the essence" and cannot be waived or extended except by written agreement of both parties to a specific date.

Section 7.6. Nothing in this Agreement shall require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

Section 7.7. In the event any grievance is taken to arbitration, the Arbitrator shall not consider as prejudicial or draw any adverse inference from the failure of a patient, relative of a patient, or any other non-employee witness to appear at the hearing.

## ARTICLE 8

### DISCIPLINE AND DISCHARGE

Section 8.1. Bargaining unit employees are expected to conduct themselves as professionals at all times. Patients depend on the skill and competence of bargaining unit employees and their ability to work effectively and efficiently as part of the Inova VNA Home Health team.

Section 8.2. The Employer will not discipline, suspend or discharge any non-probationary employee without just cause. Before an employee is suspended or discharged, the Employer will normally provide the employee with a written warning and will provide the Union a copy of such warning. However, the failure of the Employer to provide the Union with such warning shall not affect the validity of any discipline.

Section 8.3. No previous warning shall be required and the Employer shall be conclusively deemed to have just cause to suspend or discharge any employee who commits any of the following acts:

1. Mistreatment or abuse of a patient, visitor, volunteer, or other employee.
2. Conduct which could create an unreasonable risk to patients, employees, visitors, or others.
3. Insubordination – serious or repeated disrespectful behavior towards a supervisor.
4. Falsification of any Employer record.
5. Giving a false reason for leave of absence or accepting other employment during such leave without the prior written permission of the Employer.

6. Giving a false statement or representation on an employment application, or failing to state a fact or condition, provided such falsification or omission is of such a nature as to have precluded the employee's hiring if disclosed.

7. Securing or attempting to secure any benefit provided for in this Agreement or by law by falsification or deceit.

8. Committing a battery or aggravated assault, or inciting or encouraging others to do so, on Inova premises or in connection with work.

9. Reporting for duty or performing duty with prohibited alcohol or controlled substances in the employee's system or under the influence of such substances, or possession, transfer, sale, or distribution of any controlled substance while on duty or while on any Inova Health System property.

10. Carrying firearms or other dangerous weapons on Inova premises or while at, or going to or from, work.

11. Violating Article 11.

Section 8.4. Notwithstanding Section 8.3, above, there are other offenses and circumstances which are so serious as to warrant termination without a prior warning.

Section 8.5. An employee who is alleged to have violated Inova policy that could lead to disciplinary action shall be informed of the allegation(s) and shall be given the opportunity to respond before any decision on whether and to what extent a disciplinary action shall be assessed. The employee shall be required to cooperate in the investigation, including the giving of a written statement if requested to do so. If the employee so requests, the employee may consult with a Union representative prior to the investigation and may be assisted by a Union

representative during the investigation provided (a) the investigation is not unduly delayed, and (b) the Union representative does not impede or interfere with the investigation.

Section 8.6. The Employer shall endeavor to complete the investigation in a prompt manner and to inform the employee promptly of the decision, with due regard for the need to conduct an appropriate investigation before reaching a decision. If the Employer's decision is to discharge, suspend, or issue a written warning to the employee, the employee will (a) be provided a copy of the discipline, and (b) be required to sign a copy of the discipline acknowledging its receipt.

## ARTICLE 9

### MANAGEMENT RIGHTS

Section 9.1. The Employer has, retains, and shall continue to possess and exercise all management rights, functions, powers, privileges and authority inherent in the right to manage except only those rights relinquished or restricted by the written provisions of this Agreement. Such right to manage includes, but is by no means limited to, the right without further bargaining to select, hire, transfer and promote, and to suspend, lay off, discipline or discharge for just cause; assign and supervise employees; to determine and change schedules, starting times, quitting times, and shifts, and the number of hours to be worked and the nature of work to be performed by employees and methods, procedures and equipment to be utilized by employees to achieve the highest level of employee performance and patient care; to determine staffing patterns; to determine standards, policies and procedures with respect to patient care and employee conduct; to determine or change the methods and means by which its operations ought to be carried on, including the right to make and carry out contracts with primary or independent contractors or subcontractors; to determine, modify, and enforce reasonable work standards, rules of conduct and regulations (including rules regarding attendance and drug and alcohol testing and theft); to determine the size and location of the Employer's facilities; to extend or curtail, and to terminate or relocate the operations of the Employer or any part thereof permanently or temporarily; to introduce new and improved methods or facilities; to change existing methods or facilities; to utilize employees whenever and wherever it determines is in the interest of patient care, efficiency, discipline, or order.

It is further understood and agreed that all rights heretofore exercised by or inherent in the Employer not modified or restricted by the express terms of this Agreement are retained

solely by the Employer and that the Employer's failure to exercise any right hereby reserved to it, or the exercising of any right in a particular way, shall not be a waiver of any such right or preclude the Employer from exercising such right in some other way provided, however, that the exercise of such right shall not be contrary to or inconsistent with the express terms of this Agreement.

## ARTICLE 10

### UNION ACTIVITY

Section 10.1. During the term of this Agreement, the Union will designate one union representative for every 20 bargaining unit members (but not less than 2 nor more than 5). In the absence of a union representative from work, the Union may designate an alternate by written notice to the Employer. The Union shall notify the Employer in writing of the names of the union representatives and any changes.

Section 10.2. Upon prior notice to the Employer, a Representative of the Union shall be granted permission (which shall not be unreasonably withheld) to visit the Employer's facilities where bargaining unit employees are working, at a mutually satisfactory time, to talk with Employer representatives, Union stewards or employees for the purpose of administering this Agreement. During such visit, the Union Representative shall not interfere with any patient care or the work of any employee and shall be required to comply with all rules and policies applicable to visitors.

Section 10.3. No union business shall be conducted at any time or in any manner which interferes in any way with patient care, or which interferes with the work of the steward or the work of any of the Employer's employees. A steward engaging in duties under this Agreement must first notify and obtain permission from his/her immediate supervisor (which shall not be unreasonably withheld), and the supervisor of any other employee involved. When necessary, an employee may meet with his or her steward solely for the purpose of filing a grievance in accordance with the provisions of Article 7, provided such employee has first notified and obtained permission from his or her immediate supervisor and the steward's immediate supervisor. Such meetings will be kept to a minimum and must be conducted in a manner that

does not interfere with patient care, the work of the employee, or the work of the steward. Grievance meetings held pursuant to Article 7 of this Agreement shall be scheduled by the Employer and the Union either during working or non-working time, so as to minimize disruption or interference with work. Time spent by employees, including Union stewards, in such grievance meetings shall be regarded as time worked for productivity purposes only. Union Representatives will be permitted release time to attend Union meetings or conferences, upon reasonable notice of the need, date/time and duration, and upon approval of the Employer, which shall not be unreasonably withheld. If granted, such time shall be regarded as time worked for productivity purposes only.

Section 10.4. Under no circumstances shall any non-employee Union representative be present at any place where any bargaining unit employee is performing any patient care.

Section 10.5. Bargaining unit employees shall not (a) distribute any material in any patient care area at any time, (b) distribute any material in non-patient care areas during working time, or (c) engage in any solicitation of any type during work time. In addition, bargaining unit employees shall not solicit for any purpose from, or distribute for any purpose to, any patient, except literature relating to a patient's direct treatment or care.

Section 10.6. The Employer will provide suitable space for one Union bulletin board at its Springfield office. Such bulletin board shall be maintained at the Union's expense. Postings by the Union on such boards are to be confined to Official Business of the Union. Postings shall not be of a political or defamatory nature and shall not contain material critical of the Employer. A copy of any posting shall be provided to the Employer prior to posting. Neither the Union nor members of the bargaining unit shall post any materials anywhere else on Employer property. Nothing herein shall prohibit Union Executive Board Members from communicating to

bargaining unit members through the Employer's voicemail or paper mail system provided (a) such distribution does not interfere with the work of any employee, (b) the distribution is neither political or defamatory or critical of the Employer, and (c) the Employer is provided a copy of such distribution or content of voicemail message prior to its distribution. Any other solicitations or distributions by bargaining unit members or the Union shall be subject to the same policies as are applicable to other Inova VNA Home Health employees and non-employees.

Section 10.7. Union Officers will be permitted to meet with each person who is hired into a position in the bargaining unit, for up to 30 minutes during the first two (2) days of the orientation process for the purpose of a factual presentation explaining the employee's rights regarding Union membership and the right to refrain therefrom. On the date of the first payroll of every calendar quarter (e.g. January, April, July, and October), Inova will furnish to the President of the Union a list of each person who is employed in the bargaining unit. The list will include the employee's occupation, pay rate, date of hire, employee status and years of experience.

Section 10.8. The Union may be permitted to use meeting rooms in any Employer facility with prior approval of the Employer.

## ARTICLE 11

### NO-STRIKE/NO LOCKOUT

Section 11.1. During the term of this Agreement neither the Union nor its officers, agents or representatives shall authorize, instigate, condone, sponsor, participate in, support, promote or encourage in any way, nor will any employee engage in or encourage, any strike (including sympathy or unfair labor practice strikes), picketing, boycott, work stoppage, or slowdown, or any other attempt to restrict or interfere with work or the providing of patient care, and during the term of this Agreement the Employer will not lock out any employees because of a labor dispute with the Union. Reductions in operations are not to be considered a lockout under this Agreement. It shall be the affirmative duty of the Union, its officers, agents, and representatives to use all available means immediately to encourage employees to cease engaging in any of the conduct prohibited by this Article.

Section 11.2. It is understood and agreed that the Union shall have no financial liability under this Article for the unauthorized acts of its members, provided the Union promptly and in good faith uses all available means including internal union discipline to bring an end to such activity in violation of this Article.

Section 11.3. In the event there is a strike, stoppage of work, slowdown, or other activity prohibited by this Article during the term of this Agreement, neither party shall be obligated to negotiate the merits of the dispute which cause such interruption until such time as the activity is terminated.

Section 11.4. Violation of any provision of this Article shall be cause for the Employer's or the Union's entitlement to any relief which may be available at law or in equity.

## ARTICLE 12

### HOURS OF WORK AND SCHEDULING

Section 12.1. (a) The provisions of this Article are intended to provide the basis for assigning work and calculating pay only.

(b) This Agreement shall supercede any individual employment agreement, arrangement, accommodation, or understanding which may have existed prior to the effective date of this Agreement.

Section 12.2. The Employer shall make Work/Administrative assignments. In making such assignments, the Employer shall consider:

- (a) the efficient, economical delivery of the highest quality patient care,
- (b) the expressed desires and preferences of each bargaining unit member,
- (c) the geographic considerations,
- (d) the employment status, in the following order:
  - i. full time per visit
  - ii. part time per visit
  - iii. PRN per visit
- (e) seniority.

Section 12.3. For payroll purposes, the normal biweekly payroll period shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight on the second subsequent Saturday. The normal work day shall be from 8:15 a.m. to 4:45 p.m. Prior Employer approval is required (if possible) for work prior to, or after, the normal work day, and such approval will be granted where it is determined that the needs of the patient so require. No visit may be started after 4:45 p.m. or before 8:15 a.m. without prior approval. Employees must notify the Clinical

Manager at the earliest possible time of any absences or any inability or failure to perform a scheduled visit or service. Prior Employer approval is required if differential compensation is requested.

Section 12.4. All therapists must submit a schedule in the manner required by the Employer. Therapists are responsible for keeping the schedule current and updated upon any change. The schedule and update may include a list of active cases, planned visits each day, and all non-visit activities. All schedules and updates are subject to Employer approval. Patient coverage during a therapist's absence shall be a joint responsibility of the Employee and the Employer.

Section 12.5. Weekend and Holiday Scheduling. (a) The Employer will determine the number of employees needed to cover all weekends and holidays and shall post quarterly the weekend and holiday schedule for the following quarter. The Employer shall initially endeavor to staff weekend and holiday work by seeking volunteers. In the event an adequate number of qualified volunteers cannot be found expeditiously, employees may be required to perform such weekend or holiday work assigned to them, although the Employer will endeavor to provide an equitable distribution of assignments of such work. Weekend assignments shall normally be for orthopedic and neurological patients, or patients whose safety is at risk, or where the Employer reasonably determines that such visit is in the best interest of the patient.

(b) All employees shall be required to be available for work on not less than one "major" holiday (Thanksgiving, Christmas Day, New Year's Day) and one "minor" holiday (Memorial Day, July 4<sup>th</sup>, and Labor Day) in each calendar year. Employees must submit requests for time off during the holiday season in accordance with the Employer's policy regarding requests for time off. For purposes of scheduling, the Thanksgiving holiday period

shall be Monday through Sunday of Thanksgiving week, and the Christmas-New Year holiday period shall be the period from December 18 through January 8, inclusive.

(c) The Employer shall determine the number of employees who may be scheduled off at any one time, and the number of days off for each employee, for any holiday or holiday period.

## ARTICLE 13

### SENIORITY

It is the policy of the Employer to recognize seniority in order that full-time employees with the greatest amount of service shall have the greatest opportunity for employment security and advancement. Subject to the provisions set forth below, the principles of seniority, quality patient care, qualifications, skill, ability, performance and efficiency and economy of operations will be observed.

Section 13.1. An employee's seniority is his or her length of continuous service with the Employer (in number of years, months, and weeks of continuous service with Inova VNA Home Health and/or its predecessor or with Inova Health System in a job comparable to a bargaining unit job) commencing with the employee's last date of hire. Upon completion of the employee's probationary period, their seniority date shall revert back to their most recent date of hire.

Section 13.2. The Employer will prepare an updated seniority list not less than once every quarter. Such list shall be posted on the bulletin board at each location. A courtesy copy shall be furnished to the Union. Such list shall be deemed to be accurate and the Employer shall not have any liability for errors unless such error is brought to the Employer's attention within ten (10) calendar days of the posting of the list.

Section 13.3. An employee's seniority and employment shall terminate for any of the following reasons:

- a. if the employee fails to maintain required licenses, certifications, or other such prerequisites to the continued performance of assigned duties, unless reinstated within a reasonable time;

- b. if the employee fails to report for work within three working days (Monday through Friday) of notice of recall by telephone, telecopy, electronic mail, or regular mail or within five working days from the date of mailing of a certified notice of recall, unless the employee presents within ten (10) working days of knowledge of the date of termination, a compelling explanation of the employee's failure to report and failure to notify the Employer of his/her reason for failing to report;
- c. if the employee is absent without notification to the Employer for two (2) consecutive work days;
- d. if the employee does not perform work for the Employer for any reason (except military service) for six months, unless the employee is on an approved leave of absence of such a nature as to make termination unlawful;
- e. if the employee does not return to work upon the expiration of a vacation, leave of absence or disciplinary suspension without a compelling explanation.

Section 13.4. Prior to a permanent layoff or reduction in force of any bargaining unit employees, the Employer will notify the Union and, upon request, the Employer and the Union will negotiate over the effects of the decision to lay off employees or reduce the force. However, such negotiations shall not delay the implementation of such decision.

Section 13.5. The Employer shall determine the number and percentage of employees who shall be full-time per visit or part-time per visit or PRN. The Employer may reassign or redesignate the category of employment, provided the Employer provides at least four weeks' notice to the employees of any change. A reassignment or redesignation under this Section shall be regarded as a layoff under Section 13.6 below.

Section 13.6. In cases of layoff within a job classification (either system-wide or within a region, as determined by the Employer) for a period of more than seven calendar days and recalls for a period of more than seven calendar days, where skill, ability, and qualifications to perform all of the available work and work record are relatively equal in the reasonable opinion of the Employer, the least senior employee within the job classification shall be laid off first, provided the remaining employees possess the skill, ability, and qualifications to provide quality patient care throughout the system. Where such a layoff is not by seniority, the Employer will, upon request, meet with the Union and/or the employee to discuss its decision including its reasons for believing that the employees' skill, ability, qualifications and work record are not relatively equal to the employee(s) retained, and alternatives. Employees on layoff shall be recalled in reverse order of layoff. The Employer will provide at least 14 days' notice of layoffs.

Section 13.7. When a layoff under Section 13.6 occurs, the Employer may first solicit volunteers for layoff or for a reduction in hours but shall not be obligated to accept volunteers for layoff. In the event of an involuntary layoff, the Employer shall normally lay off within each job classification in the following order:

1. Employees covered by Section 4.3 of this Agreement.
2. Probationary employees.
3. PRN staff.
4. Part-time per visit employees.
5. Full-time per visit employees.

However, the Employer shall retain the right to determine the appropriate staffing pattern.

Section 13.8. An employee who has been promoted or transferred out of the bargaining unit, and who is later transferred back into the bargaining unit by the Employer, shall be credited

upon returning to the bargaining unit with the seniority date they would have had if they had remained continuously in the bargaining unit, with up to a maximum accumulation of one (1) year out of the bargaining unit.

## ARTICLE 14

### PERFORMANCE REVIEWS AND EVALUATIONS

Section 14.1. The employer will conduct an employee performance review and evaluation not later than ninety (90) calendar days after each employee's anniversary date, unless good cause exists for the delay. The purpose of the evaluation is to provide a tool for, among other things, improving employee performance and evaluating employee skills, strengths, weaknesses, deficiencies and areas and methods for improvement.

Section 14.2. The evaluation shall be conducted by the employee's immediate supervisor and/or any other supervisor designated by the Executive Director. Performance shall be based upon pre-established standards in accordance with the job description. Evaluation of clinical skills must be done by a person of the same discipline.

Section 14.3. The performance evaluation and an optional self-evaluation will be reviewed with the employee by the evaluator. The evaluation shall be in writing and shall be signed by the employee acknowledging receipt of the evaluation. The employee's signature indicates only that s/he has discussed the evaluation with his/her supervisor and does not necessarily imply concurrence with the contents of the performance evaluation.

The employee shall be permitted to submit a written response to the evaluation within seven (7) calendar days of receipt of the evaluation. The employee's response will constitute a part of the evaluation and will be maintained in the employee's personnel file with the evaluation. Each employee may request, and have the right to a consultation with the next level of supervision above the evaluator to review the evaluation.

Section 14.4. Nothing herein shall preclude or interfere with the right of the Employer to use any other means, in addition to the evaluation, to evaluate any employee or to discuss with any employee any performance issue at any time.

Section 14.5. Performance reviews and evaluations shall not be subject to the grievance and arbitration procedures set forth in Article 7. However, adverse action based on an evaluation is subject to Article 7.

## ARTICLE 15

### PRACTICE ADVISORY COMMITTEE

Section 15.1. A Joint Rehabilitation Practice Advisory Committee shall be established consisting of up to three (3) bargaining unit members selected by the Union and three individuals knowledgeable about home health care-related issues including, but not limited to, physical therapists, speech therapists, and/or occupational therapists selected by the Executive Director of Inova VNA Home Health. Others may be invited to participate as appropriate. The Committee shall meet periodically as needed, but at least quarterly, if requested.

Section 15.2. The purpose of the Committee is to provide a forum for the discussion and exchange of views, ideas, and information regarding matters which have an effect on patient care, efficiency, productivity, employee safety, and other matters of mutual concern. The Committee shall not normally address or discuss any matter which is defined as a “grievance” within the meaning of Article 7, Section 7.1.

Section 15.3. The Committee may make recommendations to the Executive Director regarding any subject properly before the Committee, including its recommendations regarding “best practices.” However, such recommendations are advisory only.

Section 15.4. No agreement, understanding or recommendation of the Committee shall in any way dilute, diminish, modify or amend any of the rights or obligations existing under this Agreement unless the Employer and the Union enter into a formal, written letter of agreement expressly evidencing their mutual intent to modify this Agreement.

## ARTICLE 16

### METHODS OF COMPENSATION

Section 16.1. Job classifications, Per Visit Rates, other compensation rates and effective dates are set forth in Exhibit A attached hereto.

Section 16.2. If, during the term of this Agreement, job classifications other than physical, occupational or speech therapist are established within the bargaining unit or the duties of any job classifications are substantially changed, the Employer will put the new or changed job classification into effect and establish a rate and method of compensation. Such rate and method will be discussed with the Union in advance with the object of obtaining its agreement. The Employer may then install the rate and method with or without agreement. When installed pursuant to agreement, no grievance may be filed with respect to such rate or method. When installed without agreement, the employee or employees affected or the Union may within thirty (30) days of such installation present a grievance at Step 3 of the procedure and if necessary, proceed to arbitration, protesting the rate or method. The sole grounds for any grievance protesting a rate or method shall be that the rate does not bear a proper relationship to existing rates. If no grievance is filed or upon the settlement of any grievance, the new rate shall become a part of Exhibit A and shall not thereafter be subject to challenge under the grievance procedure.

Section 16.3. Any employee required to use their personal vehicle in the performance of their duties shall be reimbursed for mileage in the same amount and manner as are employees of Inova VNA Home Health. Mileage shall be paid only for the distance from Regional Office to visit, visit to Regional Office, or visit to visit. Mileage expense claims, tolls, and parking (where

no street parking is available) shall be reported promptly in the manner designated by the Employer and shall be paid not less than once a month.

Section 16.4. Any Per Visit therapist who is assigned by the Employer to translate or interpret using their foreign language (non-English) skills for a patient not their own shall be paid the per visit rate for such assignment.

## ARTICLE 17

### BENEFITS

Section 17.1. Subject to the eligibility requirements of such plans, the Employer shall during the term of this Agreement make available to bargaining unit employees the following Inova VNA Home Health benefits and plans, which plans (as may from time to time be amended, modified, or discontinued, including periodic changes in employee eligibility and cost, for a majority of the non-supervisory, non-managerial employees of Inova VNA Home Health) are hereby incorporated by reference into this Agreement:

- A. Inova Health System medical benefits, mental health, substance abuse, prescription drug, vision, and dental benefits plans.
- B. Inova Health System life insurance plan.
- C. Inova Health System Long Term and Short Term Disability and Accidental Death and Dismemberment Plan.
- D. Inova Health System Flexible Spending Plan.
- E. Inova Health System 401(K) Plan.
- F. Inova Health System Cash Balance Plan.
- G. Inova Health System Tax Deferred Annuities Plan.
- H. Inova Health System Family and Medical Leave Act Plan.
- I. Inova Health System Tuition Assistance Plan.
- J. Inova Health System Child Care Plan.
- K. Inova Health System Employee Assistance Plan.

## ARTICLE 18

### LEAVES OF ABSENCE

Section 18.1. Personal Leave A personal leave of absence of 30 days without pay may be granted to a regular full time or part time per visit employee after 12 months of continuous employment at the discretion of the Employer based on the need for such leave and staffing needs. Requests for such leaves of absence must be submitted in writing and must indicate the reason for the leave and the dates the leave is to begin and end. No benefits will be provided to an employee during a personal leave of absence. Leaves may be extended for a maximum of an additional 30 days provided the request to extend the leave is submitted in writing and approved by the Executive Director. Employees shall not seek or accept other employment while on a personal leave of absence without the expressed written approval of the Employer. If employees on personal leave seek or accept other employment while on a personal leave without the expressed written approval of the Employer, they shall be considered to have voluntarily terminated their employment as of the date they started their leave of absence. Reemployment after such leave of absence shall not be guaranteed except as required by law.

Section 18.2. Military Leave. Military leaves of absence and the re-employment rights of employees who serve in the Armed Forces of the United States will be determined on the basis of applicable federal and state law.

Section 18.3. Jury Duty. A regular full-time or part-time per visit employee called to jury duty in the county, state or Federal courts shall be excused for jury service on presenting the summons requiring such duty to the employee's Regional Director.

If the employee is dismissed from jury service during his normal scheduled hours, he will be expected to notify his supervisor or the Regional Director as to the employee's availability to work.

For such employee with more than one year of employment with the Employer who is required to serve on a jury and who, in fact, serves, the Employer will pay the employee the difference between the amount received for each day's jury service (not including travel expenses) and the employee's normal earnings for such day (up to a maximum of eight hours) provided the employee would have worked on that day but for jury duty.

The provisions of this section shall not exceed ten (10) working days during the term of this Agreement.

ARTICLE 19

EXISTING PRACTICES

Section 19.1. The Employer shall not be restricted by nor obligated to follow any programs, policies, plans (including benefit plans), custom or practice occurring prior to the effective date of this Agreement unless expressly set forth herein and made a part of this Agreement.

## ARTICLE 20

### WAIVER, ENTIRE AGREEMENT AND SEVERABILITY

Section 20.1. ENTIRE AGREEMENT. This is the complete agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Employer has no obligation to any employee or employees other than those specifically provided herein.

Section 20.2. WAIVER. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after and exercise of that right and opportunity are set forth in the Agreement.

Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly, knowingly, clearly and unmistakably, waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation for either or both of the parties at the time that they negotiated or signed this Agreement.

Section 20.3. AMENDMENTS. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by proper representatives of each party.

Section 20.4. If any Article or Section of this Agreement or if any amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal,

the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. The remainder of this Agreement not affected by the above shall remain in full force and effect for the duration of this Agreement.

Section 20.5. It is agreed and understood by the parties to this Agreement that nothing contained herein shall be in conflict with any existing federal, state, or local statutes or ordinances. Whenever a masculine gender appears, it shall include the female gender.

ARTICLE 21

TERM OF AGREEMENT

This Agreement shall become effective as of March 2, 2005, and shall remain in effect until 11:59 p.m. December 31, 2007. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) days prior to December 31, 2007, or any subsequent anniversary date thereafter, that it desires to modify or terminate this Agreement.

Agreed and entered into this 2<sup>nd</sup> day of March, 2005.

INOVA HOME HEALTH d/b/a  
INOVA HOME HEALTH CARE

OHCP/CWA LOCAL 2252

By \_\_\_\_\_  
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EXHIBIT A

COMPENSATION AND PREMIUM PAY

Section 1. During the term of this Agreement, per visit compensation shall not be less than as set forth below:

Effective the 1 <sup>st</sup> payroll period closest to March 2, 2005	12/25/05	12/31/06
\$60.00	\$62.50	\$65.00

a) In addition, during the term of this agreement, the following shall be paid to Per Visit Therapist:

DAY	Admission Visit	\$90.00
	Add-on Visit	\$75.00
	No Service Visit	\$10.00
WEEKEND	Admission Visit	\$100.00
	Add-on Visit	\$85.00
	Follow-up Visit	Applicable Per Visit rate + \$10.00
	No Service Visit	\$10.00
HOLIDAY	Admission Visit	\$110.00
	Add-on Visit	\$95.00
	Follow-up Visit	Applicable Per Visit rate + \$20.00
	No Service Visit	\$10.00

b) In addition, Per Visit therapist shall receive:

ADMINISTRATIVE (which includes Case Review, Case Conference/Staff Meeting, In-Service, Training except for formal, required computer training)	30 minutes – 2 hours	\$60.00
	2-4 hours	\$90.00
	4-6 hours	\$135.00
	6 or more hours	\$180.00
FORMAL REQUIRED COMPUTER TRAINING	\$30.00 per hour	

c) Full-time employees who elect to decline coverage under the Employer's medical benefits program shall receive a stipend of \$250.00 per year, payable quarterly.

**[LETTER OF UNDERSTANDING]**

Re: Payout of Accrued PTO Time

Prior balances accrued as of the end of the last pay period just prior to ratification will be paid out pursuant to the Inova PTO policy, that is: PTO payment is 100% of “old” PTO and 75% of “new” PTO.

INOVA HOME HEALTH d/b/a  
INOVA HOME HEALTH CARE

OHCP/CWA LOCAL 2252

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

NGEDOCS: 1134106.1