

AGREEMENT

Between

**VISITING NURSE SERVICE
OF NEW YORK HOME CARE**

and

**FEDERATION OF NURSES/UFT,
FNHP/AFT, AFL-CIO**

Covering

REGISTERED NURSES

February 1, 2010 – January 31, 2012

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NYSUT, AFT Healthcare, AFL-CIO**

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TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE ONE	
AGREEMENT SCOPE	1
ARTICLE TWO	
REGISTERED NURSE STATUS	1
2.1 Categories.....	1
2.1.1 Regular Full-Time Employee.....	1
2.1.2 Regular Part-Time Employee.....	2
2.1.3 Other Part-Time Employee.....	2
2.1.4 Temporary Employee.....	2
2.1.5 Per Diem Employee.....	2
2.1.5.a Per Visit Pay Rates.....	2
2.1.5.b Per Diem “Plus” Program.....	3
2.1.5.c Per Diem Bonus Programs.....	4
2.1.5.d Hourly Pay Rates.....	6
2.1.5.e Pay for Orientation, Inservice, Required Meetings and Subject-to-Call.....	6
2.1.5.f Computer Breakdowns	7
2.1.5.g Monthly Reports.....	7
2.2 Appointment to Position.....	7
2.3 Probationary Period.....	7
2.4 Post-Probationary Discipline.....	7
2.5 Thrift Plan.....	8
ARTICLE THREE	
UNION STATUS	8
3.1 Recognition.....	8
3.2 New Registered Nurse.....	8
3.3 Union Membership.....	8
3.4 Deduction of Union Dues.....	8
3.4.1 Deduction of Committee on Political Education Fund Contributions.....	9
3.5 Union Business: Local Representatives.....	9
3.6 Union Business: General Representative.....	10
3.7 Bulletin Boards.....	10
3.8 Region/Program Registered Nurse Meetings.....	10
3.9 Region/Program Consultation.....	10
3.10 VNSNY Home Care Consultation.....	10
3.11 Union Officer Work Schedule.....	11
ARTICLE FOUR	
SENIORITY	11
4.1 Definition	11

TABLE OF CONTENTS

	Page
4.2 Accrual and Acquisition	11
4.3 Loss of Seniority	11
4.4 Seniority Lists	12
 ARTICLE FIVE	
HOURS OF WORK	12
5.1 Workday	12
5.1.1 Normal Workday	12
5.1.2 Normal Workday for Employees Working Four-Day (4) Workweek Schedule Alternative under Section 5.7	12
5.1.3 Normal Workday for Employees Working Flextime Workweek Schedule Alternative under Section 5.7	12
5.1.3.1 Flextime A Schedule	13
5.1.3.2 Flextime B Schedule	13
5.1.4 Weekend Infusion Staff Workday and Workweek	13
5.2 Normal Workweek	13
5.3 Meal Period	13
5.4 Rest Period	13
5.5 Work Schedules	13
5.5.1 Weekend and Holiday	13
5.5.2 Different Starting and Ending Times	14
5.6 Work Obligation: Employees	14
5.7 Work Schedule Alternatives	14
5.7.1 Special Work Schedule Alternatives	14
5.7.2 Application and Selection to Alternative Work Schedules	14
5.7.3 Assignment to Work Hour Alternatives	15
5.7.4 Selection among Volunteers	15
5.8 Cashing Checks	15
5.9 Voting Time	15
5.10 Emergency Plans	15
 ARTICLE SIX	
SALARIES AND OTHER COMPENSATION	15
6.1 Job Rates	15
6.2 Incumbent Employee Increase	16
6.3 Education Differential	17
6.4 Infusion Nurse Differential	17
6.5 Experience Differential	17
6.6 Regular Compensation Rate	19
6.7 Overtime Work	19
6.7.1 Employees Working Seven and One-Quarter-Hour (7.25) Workdays, Five-Day (5) Workweek Schedule	19
6.7.2 Employees Working Four-Day (4) Workweek Alternative Schedule	19
6.7.3 Employees Working Flextime Work Schedule Alternatives	19

TABLE OF CONTENTS

	Page
6.7.4 Weekend Infusion Staff	19
6.7.5 Priority for Overtime Work	20
6.8 Call-In and Subject-to-Call	20
6.9 Compensatory Time Off	20
6.10 Premium Compensation Rate: Limitations	20
6.11 Uniform Allowance	20
6.12 I.D. Cards	21
6.13 Transportation Allowance	21
6.14 Termination Benefits	21
6.15 Resignation	22
6.16 Theft of Personal Property	22
6.17 Equipment Loss or Theft	22
6.18 Pay Period.....	23
6.19 Evening/Night Differential.....	23
6.20 Certification Differential	23
6.21 Hospice Infusion Differential.....	23
6.22 OASIS Certificate Differential	23
ARTICLE SEVEN	
HEALTH, PENSION AND SAFETY	24
7.1 Benefit Fund.....	24
7.2 Pension	26
7.3 Long Term Disability.....	27
7.4 Employer Obligation.....	27
7.5 Employee Obligation.....	27
7.6 Health Examinations.....	27
7.7 Injury during Working Hours.....	27
7.8 Flexible Spending (Payroll Deduction) Account for Dependent Care.....	27
7.9 Flexible Spending (Payroll Deduction) Account for Health Care Expenses.....	27
7.10 NYSUT Benefit Trust Payroll Deduction.....	27
ARTICLE EIGHT	
HOLIDAYS, VACATIONS AND PERSONAL DAYS.....	28
8.1 Holidays	28
8.1.1 Designation.....	28
8.1.2 Entitlement	28
8.1.2.1 Employees Working Five-Day (5) Workweek Schedule...	28
8.1.2.2 Employees Working Four-Day (4) Workweek Alternative Schedule	28
8.1.3 Pay or Equivalent Time Off.....	29
8.1.3.1 Employees Working Five-Day (5) Workweek Schedule...	29
8.1.3.2 Employees Working Four-Day (4) Workweek Alternative Schedule.....	29
8.2 Vacation	29
8.2.1 Amount	29

TABLE OF CONTENTS

	Page
8.2.2 Entitlement	29
8.2.3 Scheduling.....	30
8.2.4 Pay	30
8.2.5 Pay in Lieu of Vacation Time Off	30
8.3 Personal Business Days	31
ARTICLE NINE	
PAID LEAVES	31
9.1 Sick Leave.....	31
9.1.1 Entitlement and Amount	31
9.1.2 Pay	31
9.2 Leave for Death in Family	32
9.3 Jury Duty Leave	32
9.3.1 Amount	32
9.3.2 Procedure	32
9.4 Paternity Leave	32
9.5 Paid Military Leave	33
ARTICLE TEN	
UNPAID LEAVE	33
10.1 Basis and Amount	33
10.2 Procedure.....	34
10.3 Limitation.....	34
10.4 Military Leave	34
10.5 Family and Medical Leave Act	34
ARTICLE ELEVEN	
EDUCATION PROGRAMS	34
11.1 Staff Development Policy	34
11.1.1 Orientation.....	34
11.1.2 Inservice/Outservice.....	35
11.1.3 Upgrading Nursing Skills	35
11.1.4 Orientation to New Program	35
11.1.5 Inservice Education Committee	35
11.1.6 Class Leader Preparation Time	35
11.1.7 Continuing Staff Development	35
11.2 Foreign Language Courses.....	35
11.3 Tuition Refund.....	36
11.3.1 Covered Courses.....	36
11.3.2 Covered Credits.....	36
11.3.3 Eligible Employees.	36
11.3.4 Time of Refund.....	36
11.4 Scheduling for Education Time	36
11.5 Certification	36
11.6 OASIS Certificate Fees	37

TABLE OF CONTENTS

	Page
ARTICLE TWELVE	
PROFESSIONAL CONCERNS	37
12.1 Job Descriptions.....	37
12.2 Performance Evaluation.....	37
12.3 Policy and Procedure Manuals.....	37
12.4 Non-Nursing Functions.....	37
12.5 Documentation	37
12.6 Recruitment and Retention Committee	38
ARTICLE THIRTEEN	
VACANCIES	38
13.1 Posting.....	38
13.2 Promotions	38
13.3 Lateral Transfers	38
13.3.1 Voluntary Transfers.	39
13.3.2 Involuntary Transfers.....	39
13.3.2.1 Staff Increases in Borough/Programs.	39
13.3.2.2 Staff Reductions in Borough/Programs.....	39
13.3.3 Transfers into and out of the LTHHCP.	40
13.3.4 Transfers into and out of the Hospice Program.	40
13.3.5 Transfers into and out of Infusion Program.	40
13.3.5.1 Selection.	40
13.3.5.2 Infusion Staff Nurse Course.....	40
13.3.6 Reassignment within a Borough/Program	40
ARTICLE FOURTEEN	
ON-CALL STAFF NURSE GROUP	41
14.1 Posting.....	41
14.2 Selection	41
14.3 Infusion Staff Nurse Course	41
14.4 Orientation.....	41
14.4.1 Hospice Orientation	41
14.4.2 MNP Orientation	41
14.5 Geographic Proximity Requirements.....	42
14.5.1 Adult Care On-Call Group.....	42
14.5.2 Hospice On-Call Group	42
14.5.3 Infusion On-Call Group.....	42
14.5.4 MNP On-Call Group.	42
14.6 Hours and Salary	43
14.7 Scheduling	45
14.7.1 Adult Care On-Call Group	45
14.7.2 Hospice On-Call Group.	45
14.7.3 Infusion On-Call Group.....	45
14.7.4 MNP On-Call Group.	45

TABLE OF CONTENTS

	Page
14.8 Registered Nurse Security	45
14.9 Flextime Workweek Schedule Alternative	46
ARTICLE FIFTEEN	
LAYOFF AND RECALL	46
15.1 Layoff	46
15.1.1 Within a Job Classification.....	46
15.1.2 Between Job Classifications	46
15.1.3 Part-Time and Full-Time Employees.	46
15.2 Recall	46
15.2.1 Within a Job Classification.....	46
15.2.2 Probationers and Per Diems.....	47
15.2.3 Regular Part-Time Employees.....	47
ARTICLE SIXTEEN	
DISCHARGE AND DISCIPLINE.....	47
16.1 Warning Notices	47
16.2 Union Representation at Disciplinary Interviews	47
16.3 Discharge and Penalties	47
ARTICLE SEVENTEEN	
GRIEVANCE ADJUSTMENT	48
17.1 Scope	48
17.2 Informal Discussion	48
17.3 Step 1	48
17.4 Step 2.....	48
17.5 Step 3.....	48
17.6 Arbitration Powers: Limitations	49
17.7 Time Limits.....	49
17.8 Attendance at Arbitration Hearing	49
ARTICLE EIGHTEEN	
NON-DISCRIMINATION	49
ARTICLE NINETEEN	
BUSINESS OR EMPLOYMENT INTERRUPTION	49
ARTICLE TWENTY	
MANAGEMENT RIGHTS	50
ARTICLE TWENTY-ONE	
AGREEMENT AND AMENDMENT	50
21.1 Definitions	50
21.1.1 Agreement.....	50
21.1.2 Employee.....	50

TABLE OF CONTENTS

	Page
21.2 Separability	51
21.3 Complete Agreement	51
21.4 Amendment.....	51
ARTICLE TWENTY-TWO	
EFFECTIVE DATE AND DURATION.....	51
ARTICLE TWENTY-THREE	
TERMINATION.....	51
EXHIBIT A – PAYROLL DEDUCTION AUTHORIZATION	52
EXHIBIT B – 1985 MEMORANDUM OF AGREEMENT: PENSION	53
EXHIBIT C –1991 LETTER AGREEMENT: INABILITY TO FILL POSITIONS.....	53
EXHIBIT D – 1991 LETTER AGREEMENT: SUBPOENAS	55
EXHIBIT E – 1993 LETTER AGREEMENT PAYCHECKS, HEALTH BENEFITS HOSPICE RNS.....	56
EXHIBIT F – 1995 LETTER AGREEMENT: ON-CALL NOVA (INFUSION) NURSES	58
EXHIBIT G – 1997 MEMORANDUM OF AGREEMENT: PENSIONS	59
EXHIBIT H – 1999 LETTER OF AGREEMENT: GUARD-DESIGNATED AREAS	60
EXHIBIT I – COPE DEDUCTION AUTHORIZATION.....	61
EXHIBIT J – 2001 LETTER AGREEMENT ESCORT DESIGNATIONS.....	62
EXHIBIT K – 2003 LETTER AGREEMENT	63
EXHIBIT L – 2003 LETTER AGREEMENT - WEEKEND SUBJECT TO CALL SCHEDULING QUEENS MCH/PEDS.....	64
EXHIBIT M – 2005 LETTER AGREEMENT	65
EXHIBIT N – POSTING VACANCIES.....	66
EXHIBIT O – NYSUT BENEFITS PAYROLL DEDUCTION.....	70
EXHIBIT P – COMPUTER PROBLEM COMPENSATION.....	71
EXHIBIT Q – TELEWORK	72

PREAMBLE

AGREEMENT between Visiting Nurse Service of New York Home Care, 107 East 70th Street, New York, New York 10021 (herein called "Employer," "VNSNY Home Care" or "VNS") and Federation of Nurses/UFT, FNHP/AFT, AFL-CIO, 52 Broadway, New York, New York 10004 (herein called "Union" or "UFT"). The Employer and the Union recognize their common interest beyond their collective bargaining relationship. Thus, they pledge to strive together to ensure the highest quality of service by Employer and the highest standards of professional nursing care and practice.

ARTICLE ONE AGREEMENT SCOPE

This Agreement covers the unit certified by the National Labor Relations Board ("NLRB") in NLRB Case No. 2-RC-18813 to wit:

UNIT: INCLUDED: All full-time and regular part-time registered professional nurses and all persons lawfully authorized by permit to practice as registered professional nurses, including all staff registered nurses (professional nurses and public health nurses), Family Nurse Practitioners, Pediatric Nurse Practitioners, RN Instructors, Orientation Nurses and Mental Health Nursing Clinicians employed by the Employer.

EXCLUDED: All other employees including on-call nurses, special service department nurses, patient service managers, clerical employees, guards and supervisors as defined in the Act.

ARTICLE TWO REGISTERED NURSE STATUS

2.1 Categories. Employees are classified as either (1) Regular Full-Time; (2) Regular Part-Time; (3) Other Part-Time; (4) Temporary; or (5) Per Diem.

2.1.1 Regular Full-Time Employee. A Regular Full-Time Employee is an Employee covered by this Agreement who is employed on a regular year-round basis to work no less than thirty-six and one-quarter (36.25) hours each workweek, and no less than thirty-seven (37) hours each workweek in the case of Employees working four-day (4) workweek schedules. A Regular Full-Time Employee will be eligible for all benefits under this Agreement if otherwise qualified.

2.1.2 Regular Part-Time Employee. A Regular Part-Time Employee is an Employee covered by this Agreement who is employed on a regular year-round basis to work no less than thirty-six and one-quarter (36.25) hours each workweek but at least three (3) days each workweek. A Regular Part-Time

Employee is not eligible for the full benefits provided by this Agreement, but is eligible for specified pro rata benefits.

2.1.3 Other Part-Time Employee. An Other Part-Time Employee is an Employee covered by this Agreement other than a Regular Full-Time or Regular Part-Time Employee.

An Other Part-Time Employee is only eligible for the salary specifically designated for him or her herein and to the grievance procedure; he or she is not entitled to any other benefits.

An Other Part-Time Employee shall not accrue seniority, but a Regular Full-Time or a Regular Part-Time Employee who becomes an Other Part-Time Employee shall not lose previously accrued seniority. Where the job of an Other Part-Time Employee is permanently eliminated, such Employee shall, if qualified in all respects, have the right to apply for any other job openings.

2.1.4 Temporary Employee. A Temporary Employee is one who is so informed at the time of hire, and is hired for a period of up to six (6) months or the duration of a special project, leave or vacation period, whichever is greater. The said period may be extended up to an additional three (3) months with the consent of the Union, which will not be unreasonably withheld. A Temporary Employee shall be eligible only for the salary schedule specifically designated for him or her herein and for the grievance procedure and shall not be eligible for any other benefits. A Temporary Employee shall not accrue seniority.

2.1.5 Per Diem Employee. Per Diem Employees are Employees covered by this Agreement who are employed in lieu of the availability of Regular Full-Time and Regular Part-Time Employees and are so informed at the time of retention. Per Diem Employees are covered only by this Section 2.1.5, Article Three (Union Status), Article Seventeen (Grievance Adjustment) and those provisions expressly made applicable, by their terms, to Per Diem Employees. A Per Diem Employee does not accrue seniority (i.e., is a non-permanent Employee) and is not eligible for any benefits, except as set forth in this Section 2.1.5.

2.1.5.a Per Visit Pay Rates. The following table sets forth the Per Visit Rates for Per Diem Employees in the employ of the Employer on or after January 1, 2010.

	Per Visit Rates	
	Effective January 1, 2010	Effective January 1, 2011
Weekday Visits:	\$54.90	\$55.30
Weekend Visits made on Saturdays, Sundays and Holidays, as defined in Section 8.1.1 of the Agreement	\$59.90	\$60.30
DSS Visits Staten Island		
Weekday Visits	\$52.40	\$52.80

Weekend Visits	\$56.90	\$57.30
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Nurse Practitioner

Weekday Visits	\$70.40	\$70.80
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Weekend Visits made on Saturdays, Sundays and Holidays, as defined in Section 8.1.1 of the Agreement	\$75.40	\$75.80
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A Per Diem Employee who is certified by the Employer for, and is assigned to make and makes, Infusion visits is paid in accordance with the following:

Weekday Visits:	\$64.90	\$65.30
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Weekend Visits made on Saturdays, Sundays and Holidays, as defined in Section 8.1.1 of the Agreement	\$69.40	\$69.80
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In addition to the per visit pay rate described above, a Per Diem Employee who makes a post-partum visit to a mother and her well baby(ies) is paid an additional nineteen dollars and ninety cents (\$19.90) for each such visit effective January 1, 2010, and twenty dollars and thirty cents (\$20.30) for each such visit effective January 1, 2011.

2.1.5.b Per Diem "Plus" Program. A Per Diem Employee who agrees to make a minimum of thirty (30) visits in each of forty-two (42) workweeks in a twelve-month (12) period, and who elects this status with the reasonable approval of the Employer, shall during such twelve-month (12) period receive a per visit rate equal to the applicable Per Diem Rate minus a dollar amount which when multiplied by 1,260 equals the Fund contribution under Section 7.1 (i.e., a dollar amount based on the Fund contribution under Section 7.1) for the first thirty (30) visits in any workweek and shall be covered at Employer expense under the Fund as long as he or she maintains such schedule during that twelve-month (12) period. Visits in excess of thirty (30) per workweek by such Per Diem Employee shall be paid at a per visit rate equal to the applicable Per Diem Rate, without reduction. Visits made in workweeks in excess of forty-two (42) workweeks in a twelve (12) month period shall be paid at a per visit rate equal to the applicable Per Diem Rate, without reduction. The forty-two-workweek (42) schedule agreed to by the Employer and the Per Diem Employee must include at least five (5) workweeks in the July-August period and at least two (2) of the following five (5) priority holiday periods: (a) Christmas Day and a two-day period as defined annually by the Employer; (b) New Year's Day and a two-day

period as defined annually by the Employer; (c) Independence Day and a two-day period as defined annually by the Employer; (d) Labor Day and the Saturday and Sunday prior to the holiday; and (e) a holiday listed in Section 8.1.1 and a two-day period as defined annually by each Regional Administrator or Department Head, as applicable, or designee. A Per Diem Plus Employee shall be credited for one visit towards the thirty (30) weekly visits requirement for each hour beyond the first hour of attendance at meetings and In-service Education required by the Employer, provided that such Per Diem Plus Employee will still be required to make 1,260 visits to patients at the Per Diem Plus rate during the applicable twelve-month period.

Alternatively, a Per Diem Employee who agrees to make a minimum of thirty (30) visits in each of forty-two (42) workweeks in a twelve-month (12) period, and who elects this status with the reasonable approval of the Employer, shall during such twelve-month (12) period receive a per visit rate equal to the applicable Per Diem Rate minus a dollar amount which when multiplied by 1,260 equals the Fund contribution under Section 7.1 (i.e., a dollar amount based on the Fund contribution under Section 7.1) minus five thousand dollars (\$5,000.00) ("Per Diem Plus 2 Rate") for the first thirty (30) visits in any workweek and shall be covered at Employer expense under the Fund as long as he or she maintains such schedule during that twelve-month (12) period. Visits in excess of thirty (30) per workweek by such Per Diem Employee shall be paid at a per visit rate equal to the applicable Per Diem Rate, without reduction. Visits made in workweeks in excess of forty-two (42) workweeks in a twelve (12) month period shall be paid at a per visit rate equal to the applicable Per Diem Rate, without reduction. The forty-two (42) workweek schedule agreed to by the Employer and the Per Diem Employee must include at least seven (7) workweeks in the period between the Saturday prior to July 4th and the Friday following Labor Day; one (1) weekend (Saturday and Sunday) in each month, which shall include at least one (1) of the following two (2) weekends: (a) Easter weekend; and (b) Mother's Day weekend; and five (5) consecutive work days during the eleven (11) day period that begins on December 22nd and ends on January 1st, including Christmas Day in one year and New Year's Day in the other year of the Agreement. A Per Diem Employee who agrees to the conditions stated in this paragraph shall be credited for one visit towards the thirty (30) weekly visits requirement for each hour beyond the first hour of attendance at meetings and In-service Education required by the Employer, provided that such Per Diem Employee will still be required to make 1,260 visits to patients at the Per Diem Plus 2 Rate during the applicable twelve-month period.

2.1.5.c Per Diem Bonus Programs. A Per Diem Employee who agrees to make a minimum of thirty (30) visits in each of forty-two (42) workweeks in a twelve-month (12) period as described below in this paragraph ("Forty-Two Week Schedule"), and who elects this status with the reasonable prior approval of the Employer, shall during such twelve-month (12) period receive a per visit rate equal to the applicable Per Diem Rate; and, at the end of the twelve month (12) period, receive a bonus payment of seven hundred fifty dollars (\$750) as long as he or she maintains such schedule during the twelve (12) month period. The

Forty-Two Week Schedule agreed to by the Employer and the Per Diem Employee must include at least five (5) workweeks in the July-August period; at least one (1) of the following three (3) priority holiday periods: (a) Independence Day and a two-day period as defined annually by the Employer; (b) Labor Day and the Saturday and Sunday prior to the holiday; and (c) a holiday listed in Section 8.1.1 and a two-day period as defined annually by each Regional Administrator or Department Head, as applicable, or designee; at least one (1) of the following two (2) priority holiday periods: (a) Christmas Day and a two-day period as defined annually by the Employer; (b) New Year's Day and a two-day period as defined annually by the Employer; and one (1) weekend (Saturday and Sunday) in each calendar quarter, which shall include at least one (1) of the following two (2) weekends: (a) Easter weekend; and (b) Mother's Day weekend. A Per Diem Employee who, with the reasonable approval of the Employer, makes and complies with the foregoing commitment in any year shall be accorded one year's preference with regard to other Per Diem Employees and non-Employees for available Staff Nurse job vacancies for which he/she submits a bid in accordance with Article 13.1, Posting. A Per Diem Employee who is part of the Per Diem Plus program set forth in Paragraph 2.1.5.b will also be eligible for participation in this Per Diem Bonus program on the same terms and conditions as set forth herein.

A Per Diem Employee who agrees to make a minimum of thirty (30) visits in each of forty-two (42) workweeks in a twelve-month (12) period as described below in this paragraph ("Forty-Two Week Schedule"), and who elects this status with the reasonable prior approval of the Employer, shall during such twelve-month (12) period receive a per visit rate equal to the applicable Per Diem Rate; and, at the end of the twelve month (12) period, receive a bonus payment of four thousand dollars (\$4,000.00) as long as he or she maintains such schedule during the twelve (12) month period. The Forty-Two Week Schedule agreed to by the Employer and the Per Diem Employee must include at least seven (7) workweeks in the period between the Saturday prior to July 4th and the Friday following Labor Day; one (1) weekend (Saturday and Sunday) in each month, which shall include at least one (1) of the following two (2) weekends: (a) Easter weekend; and (b) Mother's Day weekend; and five (5) consecutive workdays during the eleven (11) day period that begins on December 22 and ends on January 1, including Christmas day in one year and New Years Day in the other year of the Agreement. A Per Diem Employee who, with the reasonable approval of the Employer, makes and complies with the foregoing commitment in any year shall be accorded one year's preference with regard to other Per Diem Employees and non-Employees for available Staff Nurse job vacancies for which he/she submits a bid in accordance with Article 13.1, Posting.

A Per Diem Employee who agrees to work at least thirty-six (36) weekends (Saturday and Sunday) in a twelve (12) month period and make a minimum of one hundred and eight (108) weekend visits in each calendar quarter, as described below in this paragraph ("Thirty-Six Weekend Schedule"), and who elects this status with the reasonable approval of the Employer, shall during such twelve-month (12) period receive a per visit rate equal to the

applicable Per Diem Rate and, at the end of the twelve (12) month period, receive a bonus payment of \$1,500 as long as he or she maintains such schedule during the twelve (12) month period. The Thirty-Six Weekend Schedule agreed to by the Employer and the Per Diem Employee must include at least nine (9) weekends per calendar quarter; and at least two (2) of the following four (4) weekends: (a) Easter weekend; (b) Mother's Day weekend; (c) Labor Day weekend; and (d) one weekend as defined annually by each Regional Administrator or Department Head, as applicable, or designee.

Effective with Calendar Year 2007, a Per Diem Employee who is assigned a caseload with coordination of care responsibilities and makes at least 1,260 such visits in a calendar year shall receive a bonus payment of one thousand six hundred dollars (\$1,600) at the conclusion of such calendar year. Effective with Calendar Year 2008, a Per Diem Employee who is assigned a caseload with coordination of care responsibilities and makes at least 1,260 such visits in a calendar year shall receive a bonus payment of one thousand seven hundred fifty dollars (\$1,750) at the conclusion of such calendar year. Effective with Calendar Year 2009, a Per Diem Employee who is assigned a caseload with coordination of care responsibilities and makes at least 1,260 such visits in a calendar year shall receive a bonus payment of one thousand eight hundred fifty dollars (\$1,850) at the conclusion of such calendar year.

2.1.5.d Hourly Pay Rates. A Per Diem Employee who is assigned to work in Admissions or in Respite, or who is assigned to work as a Patient Service Coordinator, on an hourly basis, shall be compensated at a rate of forty-three dollars and twenty-nine cents (\$43.29) per hour effective January 1, 2010 and at a rate of forty-four dollars and fifteen cents (\$44.15) per hour effective January 1, 2011.

2.1.5.e Pay for Orientation, In-service, Required Meetings and Subject-to-Call. After completion of at least one visit after date of hire as a Per Diem Employee, a Per Diem Employee shall be compensated at a rate of thirty-three dollars and twenty-seven cents (\$33.27) effective January 1, 2010, and thirty-three dollars and ninety-four cents (\$33.94) effective January 1, 2011, for each hour of initial Orientation that he or she is assigned to attend, and does attend, including such Orientation hours spent in the field on patient visits during such Orientation. Fifty percent (50%) of the foregoing compensation shall be paid in accordance with normal payroll procedure and fifty percent (50%) shall be deferred and paid after such Per Diem Employee has completed 30 visits after date of hire as a Per Diem Employee. The Union may designate one (1) Registered Nurse (and one (1) alternate Registered Nurse) to give a presentation for up to one-half hour at the first Orientation class of new Per Diem Employees. VNS will schedule the half hour for the Union portion of the Orientation Program to begin promptly at 4:00 p.m. Orientees may stay over on a voluntary basis to ask questions or hear more from the Registered Nurse Representative.

A Per Diem Employee shall be compensated at a rate of thirty-three dollars and twenty-seven cents (\$33.27) effective January 1, 2010, and thirty-three dollars and ninety-four cents (\$33.94) effective January 1, 2011, for each hour of In-service Education that he or she is assigned to attend, and/or does

attend, with the manager's approval, for each hour spent in attendance at required meetings and for each hour spent while subject-to-call.

A Local Representative working as a Per Diem CoC required to attend a meeting with VNS Management or Human Resources to discuss Grievances under Article 17 when they would otherwise be making patient visits shall be compensated at this same rate for each such hour spent in attendance at this meeting.

2.1.5.f Computer Breakdowns. Effective January 1, 2007, Per Diem Employees who lose earnings because of unavoidable computer breakdowns beyond their control who are directed to come into the office to have the problem corrected shall receive offsetting compensation at the rate of pay set forth in Article 2.1.5.e for their time in the office required by the Employer to resolve the computer problem. For more than one such occurrence within any fifteen (15) calendar day period, pay for time in the office will be at the rate set forth in Article 2.1.5.d, starting with the second such occurrence.

2.1.5.g Monthly Reports. VNSNY Home Care shall advise the UFT monthly in writing of the total number of visits made by Per Diem Nurses and the total number of visits made by Registered Nurses. No Regular Full-Time or Regular Part-Time Registered Nurse shall be laid off or transferred involuntarily to another Region/Program because Per Diem Nurses are utilized to perform the work.

2.2 Appointment to Position. Appointment to a position, i.e., initial appointment, promotions and lateral transfers, shall be in writing with the salary, differential and work schedule stated.

2.3 Probationary Period. A new Employee, whether or not formerly an Employee of the Employer, will be on probation until the Employee has actually worked for six (6) months or a pro rata, i.e., extended, equivalent for other than Regular Full-Time Employees, excluding time for illness or any other non-work time, provided that a former Employee of the Employer who has two (2) years of service and returns to service within a two-year (2) period shall have a three-month (3) probationary period, and provided further that a Per Diem Employee who transfers to a Regular Full-Time or Regular Part-Time position with the Employer must complete a minimum of a three-month (3) probationary period as a Regular Full-Time or Regular Part-Time Registered Nurse, regardless of any prior employment with VNSNY Home Care as a Per Diem Employee. By agreement between the Union and the Employer, the said probationary period may be extended. Failure to extend the probationary period or to terminate the Registered Nurse during or at the end of such period means the Registered Nurse has successfully completed that period. During the probationary period, the Employee will be subject to demotion, suspension, other discipline, or discharge at the Employer's sole discretion, without recourse to the grievance procedure, but will otherwise be covered by this Agreement.

2.4 Post-Probationary Discipline. After the probationary period, the Employer shall have the right to suspend, discharge, demote or otherwise discipline a Registered Nurse for just cause. The Employer will notify the Union in writing when a Registered Nurse not covered by Section 2.3 is discharged.

2.5 Thrift Plan. Per Diem Employees are eligible, subject to the terms and conditions as set forth in the Plan, to participate in the Thrift Plan for Employees of Visiting Nurse Service of New York on a non-employer-match basis, effective July 1, 1999.

ARTICLE THREE UNION STATUS

3.1 Recognition. The Employer recognizes the Union as the exclusive collective bargaining representative of every Registered Nurse covered by this Agreement.

3.2 New Registered Nurse. At the time a new Registered Nurse subject to this Agreement is employed, the Employer shall deliver to said Registered Nurse a Union dues card and provide a copy of this Agreement supplied by the Union. At the time a new Registered Nurse subject to this Agreement is employed, the Employer shall provide a copy of the written Benefit Description Plan to the said Registered Nurse, which will be supplied by the Fund.

3.3 Union Membership. It shall be a condition of employment that every Registered Nurse who is a member of the Union in good standing as of the date of execution of this Agreement shall remain a member in good standing and those who are not members on the date of execution of this Agreement shall, no later than thirty (30) days following the date of execution of this Agreement, become and remain members in good standing of the Union. Every Registered Nurse who becomes such after the date of execution will become a member of the Union within thirty (30) days after the date of employment and thereafter will remain a member in good standing.

The Employer shall notify the Union in writing of each new Registered Nurse Employee within five (5) days after the Employee's employment.

Whenever the Union shall charge that any Registered Nurse who is required by the provisions of this paragraph to remain a member of the Union in good standing has failed to do so, and shall request the discharge of such Employee, the Employer shall be so informed by the Union by certified or registered mail and the Employer shall have fourteen (14) days following the receipt of such notice to take action on the requested discharge. If during said fourteen-day (14) period the Employee shall pay his or her delinquent dues, the Employer shall not be required to discharge such Employee.

"Good Standing" for the purpose of this Agreement shall mean the payment or tender of periodic dues, uniformly required as a condition of retaining membership, to the Union.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this Section.

3.4 Deduction of Union Dues. A Registered Nurse who desires to become a member of the Union may execute a written authorization in the form annexed hereto as Exhibit A. Upon receipt of such an authorization from a Registered Nurse the Employer will, pursuant to such authorization, deduct from

the wages due the Registered Nurse from each bi-weekly paycheck (except in the two (2) months in a calendar year in which three (3) paychecks are issued, then no deduction will be taken from the third (3rd) paycheck), the regular dues fixed by the Union, provided that the first deduction shall not be required to be made earlier than the first pay period following completion of the Registered Nurse's first thirty (30) days of employment but will include the first month of employment if authorized by the Registered Nurse. The Employer shall be relieved from making such "check-off" deductions upon: (a) termination of employment; (b) transfer to a title other than one covered by the bargaining unit; (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the above-mentioned absences, the Employer will immediately resume the obligation of making such deductions, except that deductions for terminated Employees shall require a new dues authorization card. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient salary to equal the dues deduction.

By the tenth (10th) of each month, the Employer shall remit to the Union all deductions for dues made from the salary of Employees for the preceding month, together with a list of all Employees from whom dues have been deducted.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Section, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.4.1 Deduction of Committee on Political Education Fund Contributions. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit I, the Employer shall, pursuant to such authorization deduct from the wages due said Employee once a month the sum specified in said authorization and remit sum to the UFT Committee on Political Education ("COPE") Fund as the Employee's voluntary contribution to said Fund. The administration of this COPE Fund check-off shall be the same as the Dues check-off under Section 3.4, hereof. This provision for voluntary check-off should not be construed as support or lack of support for the COPE Fund or its activities by the Employer.

3.5 Union Business: Local Representatives. The Union will notify the Employer in writing of its Local Employee Representatives who are authorized to deal with the Employer with regard to administration of this Agreement or any other appropriate topic under the collective bargaining relationship, and will advise the Employer of the area of responsibility of each such Local Representative. The Union will notify the Employer of said representatives' designation and authority and any change in either. No Employee shall engage in Union activities on Employer time and premises except in connection with the

grievance and arbitration procedure, as provided elsewhere under this Agreement or as otherwise agreed.

3.6 Union Business: General Representative. A duly authorized general representative of the Union may visit the Employer's premises, after notification of the Regional Administrator or Department Head, as applicable, or designee, at a reasonable time, to discharge Union duties as the Employees' collective bargaining representative so long as the representative does not interfere with the work of the Employees or the operation of the Employer.

3.7 Bulletin Boards. In the Employer's facilities where Registered Nurses covered by this Agreement are regularly scheduled to work, the Employer will provide the Union with a bulletin board on which to post official Union notices. The bulletin board will at all times carry a label, device or notice clearly identifying it as the Union Board (for use). The signature (or facsimile signature) of a duly authorized Union representative will be affixed to every Union notice posted in this space. Notices to be posted will, where possible, be brought to the attention of the Regional Administrator, or designee, prior to such notice being posted.

3.8 Region/Program Registered Nurse Meetings. The Registered Nurses at each Region/Program office shall meet on a regularly scheduled basis at least once every month for up to one (1) hour during work time, or longer if outside work time, at times and places agreed to in coordination with the Regional Administrator, or designee, to discuss matters of concern.

3.9 Region/Program Consultation. A Union-designated Committee of up to five (5) Registered Nurses shall meet with the Regional Administrator, or designee, on a regularly scheduled basis at least once every other month for up to one-half (½) hour during work time at times and places agreed to in coordination with the Regional Administrator, or designee, to discuss matters of mutual concern. These meetings shall in no manner be deemed negotiating sessions and no side agreements or other modifications of this Agreement shall result. Per Diem Coordinators of Care who are designated to attend these meetings shall be compensated at the hourly rate provided for attendance at required meetings in Article 2.1.5.e for the one-half hour meeting with the Regional Administrator, or designee.

3.10 VNSNY Home Care Consultation. A Union-designated Committee made up of up to sixteen (16) Region/Program Representatives and the three (3) elected Chapter Officers shall meet with the Chief Operating Officer, or designee, on a regularly scheduled basis at least once every other month beginning at 2:30 p.m. on a day mutually agreed upon to discuss matters of mutual concern; the first one (1) hour of such meeting shall be a meeting of the Union Representatives and the second one (1) hour with the Chief Operating Officer, or designee. Topics for discussion shall also include recommendations for improved Registered Nurse security and safety. These meetings shall in no manner be deemed negotiating sessions and no side agreements or other modifications of this Agreement shall result.

Per Diem Coordinators of Care who are designated to attend these meetings shall be compensated at the hourly rate provided for attendance at required meetings in Article 2.1.5.e for the one (1) hour meeting of Union Representatives

and the one (1) hour with the Chief Operating Officer, or designee.

3.11 Union Officer Work Schedule. The work schedule of Registered Nurses elected as Union delegates shall be adjusted to permit attendance at regular UFT Delegate Assembly meetings, providing Region/Program operations shall not be impaired. The Union will notify the Regional Administrator or Department Head, as applicable, or designee, of the scheduled Delegate Assembly meetings and any changes to that schedule at the same time delegates are notified.

The VNSNY Home Care Chapter Chairperson shall have three (3) designated days per month paid released time for Union business, which he or she may delegate from time to time to another Chapter Officer (designee must notify Regional Administrator or Department Head, as applicable, or designee, two (2) weeks in advance, where possible).

ARTICLE FOUR SENIORITY

4.1 Definition. In the computation and determination of eligibility for all economic benefits where length of service is a factor pursuant to this Agreement, "seniority" shall be defined as the length of time an Employee has been continuously employed, i.e., without a loss of seniority under Section 4.3 of this Agreement, by the Employer, including employment in jobs outside this bargaining unit.¹ In all other instances, e.g., layoff, recall, lateral transfers, vacation time selection, etc., "seniority" shall be defined as the length of time an Employee has been employed in any job classification covered by this Agreement and, if an Employee has at different times been employed in more than one (1) job classification covered by this Agreement, those times shall be combined, and, effective March 1, 1995, if an Employee has been on leave of absence covered by Workers' Compensation, the length of time the Employee has been on such leave shall be included in the computation of seniority.

4.2 Accrual and Acquisition. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the Employee's most recent employment date. A Regular Part-Time Employee shall accrue prorated seniority. Other Part-Time, Per Diem and Temporary Employees do not accrue seniority. Seniority shall not accrue during unpaid leaves of absence or while an Employee is on suspension. Notwithstanding the foregoing, effective March 1, 1995, an Employee on leave of absence covered by Workers' Compensation shall accrue seniority for the computation and determination of eligibility for all non-economic benefits where length of service is a factor pursuant to this Agreement, e.g., layoff, recall, lateral transfers, vacation time selection, etc.

4.3 Loss of Seniority. An Employee's seniority shall be lost when the Employee: (a) terminates voluntarily; (b) is discharged for cause; (c) overstays a

¹This does not apply to the Experience Differential for which definitions are provided in the applicable paragraph.

leave of absence except where illness of the Employee as the cause of delay in returning to work is certified by a doctor, provided the Employee notifies the Employer of such illness as soon as known but at least prior to the last day of the scheduled leave of absence; (d) fails to return to work within three (3) workdays after recall, by certified mail, to the Employee's last known address, except where illness of the Employee as the cause of delay in returning to work is certified by a doctor or where another documented reason makes it impossible for the individual to return on time, provided the Employee notifies the Employer of such illness within three (3) workdays after recall; (e) is laid off for a period of one (1) year or more or a period exceeding the length of the Employee's continuous service, whichever is less, or if for any reason one (1) year has elapsed since the Employee last worked for the Employer except in cases of leave of absence; or (f) fails to apply for reemployment within the statutory period after honorable separation from any military service.

4.4 Seniority Lists. The Employer will, on execution of this Agreement and at least annually thereafter, post and furnish to the Union seniority lists, and will notify the Union of additions and deletions on a monthly basis as necessary. The posted lists will conclusively establish an Employee's seniority unless the Employee protests it, in writing, within thirty (30) days from presentation to the Union or, if the Employee is on leave of absence or vacation or otherwise unable to so protest it within such time, within thirty (30) days after the Employee returns from such leave or vacation or such disability is removed, unless a copy of the list has been forwarded to the Employee's address as shown in the Employer's records in which case the Employee must protest within thirty (30) days of posting by mail.

ARTICLE FIVE HOURS OF WORK

5.1 Workday.

5.1.1 Normal Workday. For the purpose of determining application of an Employee's regular compensation rate, the Employee's normal workday will be seven and one-quarter (7.25) work hours, excluding any scheduled meal period.

5.1.2 Normal Workday for Employees Working Four-Day (4) Workweek Schedule Alternative under Section 5.7. For the purpose of determining application of an Employee's regular compensation rate, the Employee's normal workday will be nine and one-quarter (9.25) work hours, excluding any scheduled meal period. A Registered Nurse working a four-day (4) workweek shall make visits outside the hours of 7:00 a.m. to 7:00 p.m. only with the agreement of the patients and consistent with the patients' clinical needs as determined by the Employer.

5.1.3 Normal Workday for Employees Working Flextime Workweek Schedule Alternative under Section 5.7. An Employee's workday will consist of hours worked between the hours of 7:00 a.m. and 7:00 p.m.

5.1.3.1 Flextime A Schedule. Registered Nurses will work thirty-six and one-quarter (36.25) hours in each seven-day (7) workweek set forth in Section 5.2.

5.1.3.2 Flextime B Schedule. Registered Nurses will work five (5) scheduled workdays each workweek set forth in Section 5.2 and will work a minimum of three (3) hours every scheduled workday.

5.1.4 Weekend Infusion Staff Workday and Workweek. Members of the Weekend Infusion Staff shall work a workweek consisting of two (2) thirteen-hour (13) workdays from 7:15 a.m. to 9:00 p.m. on either Friday and Saturday, Saturday and Sunday or Sunday and Monday.

5.2 Normal Workweek. For the purpose of determining application of an Employee's regular compensation rate, the Employee's normal workweek will be thirty-six and one-quarter (36.25) hours (thirty-seven (37) hours for Employees working four-day (4) workweek alternative). The workweek begins 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday.

A Weekend Infusion Staff Nurse shall receive salary, education and experience differentials based on a thirty-six and one-quarter-hour (36.25) workweek. For all fringe benefits purposes, a Weekend Infusion Staff Nurse shall be treated as a Regular Part-Time Employee, with benefits applicable to Regular Part-Time Employees (e.g., vacation, holidays, pension, etc.) prorated based on a twenty-six-hour (26) workweek.

5.3 Meal Period. Meal periods shall be forty-five (45) minutes as presently constituted. In order to accommodate the needs of the patients, nurses and escorts, meal periods should be completed between 11:00 a.m. and 2:30 p.m. or during the three and one-half-hour (3.5) period that falls within the middle of the Employee's scheduled shift, whichever is applicable, as long as that is not inconsistent with proper scheduling of patients and the reasonable needs of escorts. Modifications and/or exceptions to this policy requested by the Registered Nurse are within the discretion of the Regional Administrator or Department Head, as applicable, or designee.

5.4 Rest Period. An Employee working a full shift shall be entitled to two (2) rest periods of fifteen (15) minutes each (eighteen (18) minutes for Employees working four-day (4) workweek alternative schedules) in each workday in accordance with the instruction of the Regional Administrator or Department Head, as applicable, or designee, if any, as long as it does not interfere with the operational requirements of the Employer. An Employee who works at least a full half day shall be entitled to one (1) such fifteen-minute (15) rest period (eighteen (18) minutes for Employees working four-day (4) workweek alternative schedules) in accordance with the instructions of the Regional Administrator or Department Head, as applicable, or designee, if any, as long as it does not interfere with the operational requirements of the Employer.

Notwithstanding the foregoing, Weekend Infusion Staff Nurses shall receive two (2) twenty-minute (20) rest periods per full shift.

5.5 Work Schedules.

5.5.1 Weekend and Holiday. The Employer will post tentative work, weekend and holiday schedules at least three (3) months in advance beginning

on January 1 of each year and at least quarterly thereafter, subject to change as necessary. Affected Employees will be notified of scheduling changes necessitated by the resignation of an Employee within one (1) week after receipt of written notification of resignation in accordance with Section 6.14. With regard to scheduling changes necessitated by other factors, the affected Employees will be notified of such change within a reasonable time after the occurrence of the event requiring such change.

Compactness of geographic area is a factor, which the Employer shall not ignore when scheduling registered Nurses for weekend, holiday and regular assignments.

Notwithstanding anything else contained in this Agreement, Weekend Infusion Staff Nurses must work all holidays that fall on their assigned workdays.

5.5.2 Different Starting and Ending Times. If VNSNY Home Care determines that patient care or operational needs require Registered Nurses in any Region/Program to regularly work a work schedule with different starting and ending times, VNSNY Home Care initially shall invite Registered Nurses in the Region/Program to volunteer to work such schedule. VNSNY Home Care shall review the volunteers to determine whether they have the qualifications and abilities to perform the work and to assume the responsibilities required. In the event that insufficient numbers of qualified Registered Nurses volunteer and are selected, VNSNY Home Care shall select Registered Nurses within the Region/Program to work those days or hours in reverse order of their seniority, provided that these Registered Nurses have the qualifications and abilities to perform the work and to assume the responsibilities required.

5.6 Work Obligation: Employees. An Employee will work the hours assigned and such additional hours as the Employer may require, including weekend, holiday and other assignments. However, before the Employer requires a Registered Nurse to work pre-scheduled overtime, Registered Nurses in the Region/Program will be invited to volunteer for the overtime assignment. Volunteers will be assigned to such overtime on the basis of seniority. If insufficient volunteers apply, Registered Nurses will be assigned in reverse seniority order. Registered Nurses on probation will be asked to volunteer or be assigned overtime in reverse seniority order at the discretion of the Regional Administrator or Department Head, as applicable, or designee.

Pre-scheduled overtime shall mean overtime that is scheduled at least one day in advance. The Employer will assign holiday work on an equitable basis subject to operational requirements. An Employee will report to work on time, ready, willing and able to work. Any Employee who has worked for the Employer for over fifteen (15) years will not be required to work holidays unless required for the effective and efficient operation of the Employer or Region/Program.

5.7 Work Schedule Alternatives.

5.7.1 Special Work Schedule Alternatives. This Agreement makes provisions for an alternative workday of nine and one-quarter (9.25) hours, four (4) days a week and two (2) alternative flextime work schedules.

5.7.2 Application and Selection to Alternative Work Schedules. Employees shall have the individual option to request a specific alternative work

schedule one (1) time in any six-month (6) period subject to the approval of the Regional Administrator or Department Head, as applicable, or designee, based on the Regional Administrator's or Department Head's, as applicable, or designee's, determination of qualifications, as well as patient care and operational needs. Registered Nurses may not, however, elect either flextime alternative until they have been employed for at least six (6) months by VNSNY Home Care or less at the discretion of the Regional Administrator or Department Head, as applicable, or designee. Employees who select and are approved for an alternative work hour schedule hereunder shall work that schedule a minimum of six (6) months before being eligible to seek any other work schedule. If, following the end of the first six (6) months of an Incumbent Employee's first election of an alternative work schedule, he or she desires to return to his or her former schedule, the Employer will make good faith efforts to honor that request.

5.7.3 Assignment to Work Hour Alternatives. In the event that VNSNY Home Care determines that patient care or operational needs require additional Registered Nurses in any Region/Program to work any of the work schedule alternatives, the procedure for seeking volunteers and ultimate assignment by reverse seniority as set forth in Section 5.5.2 shall be applicable.

5.7.4 Selection among Volunteers. Where two (2) or more Registered Nurses in the same Region/Program simultaneously request one of the work schedule alternatives under this Section 5.7 and not all such requests can be approved, VNSNY Home Care shall review the volunteers to determine whether they have the qualifications and abilities to perform the work and to assume the responsibilities required. VNSNY Home Care will then select the Registered Nurse or Nurses within the Region/Program to work the desired alternative work schedule in order of seniority, provided that the Registered Nurses have the qualifications and abilities to perform the work and assume the responsibilities required. Nothing in this Subsection shall permit the "bumping" of a Registered Nurse from a work schedule alternative previously requested and approved.

5.8 Cashing Checks. Registered Nurses shall be afforded fifteen (15) minutes during which to cash paychecks.

5.9 Voting Time. Registered Nurses will be entitled to time off with pay to vote at city, state or federal elections in accordance with New York State Law.

5.10 Emergency Plans. Registered Nurses covered by this Agreement shall be supplied with a written copy of a Region/Program office general emergency plan to respond to severe weather conditions, blackouts, etc., which shall include specific contingency provisions. Consultation shall be had in connection with any changes in the plan.

ARTICLE SIX SALARIES AND OTHER COMPENSATION

6.1 Job Rates. The following table sets forth the minimum annualized Base Compensation Rates for Regular Full-Time Employees in the employ of the Employer on or after January 1, 2010.

Job Classification	Effective January 1 2010	Effective January 1 2011
Staff RN	\$71,961	\$73,400
Patient Service Coordinator	\$73,039	\$74,499
Nurse Consultant	\$73,630	\$75,103
Team Facilitator	\$75,404	\$76,912
Orientation RN/ Telehealth Coord	\$76,586	\$78,118
Education Coordinator Nurse	\$80,843	\$82,460
Nurse Practitioner	\$88,434	\$90,203

Regular Part-Time Employees shall receive a pro rata rate under this Section. Other Part-Time and Temporary Employees shall receive a regular compensation rate equal to a pro rata portion of the appropriate Base Compensation Rate shown above; Other Part-Time, Per Diem and Temporary Employees do not become Incumbent Employees, nor are they eligible for the rates or increases for such Incumbent Employees below, except as specifically indicated in the applicable provisions below.

A Nurse Consultant whose Base Compensation Rate provided for above, plus the applicable education and experience differentials in accordance with the Agreement, is less than that Nurse Consultant's current annual salary, shall be maintained at his/her current salary until the Base Compensation Rate plus applicable education and experience differentials exceed such current salary, which shall not otherwise be increased as a result of this Agreement, but shall be entitled to the incumbent increase in Section 6.2, below.

6.2 Incumbent Employee Increase. Each Registered Nurse in the active employ of the Employer on the following effective dates and covered by this Agreement (including Registered Nurses on authorized leave of absence on that date who return to work with the Employer following the expiration of such leave) shall receive an increase effective on such effective date in his or her Incumbent Base Compensation Rate as indicated in the following table:

Incumbent Base Compensation

Rate Increases

All RNs

Effective Date

January 1, 2010	2%
January 1, 2011	2%

If, after receiving such increase, an Employee's Incumbent Base Compensation Rate is not at the minimum annualized Base Compensation Rate as provided for under Section 6.1, above, the Employee shall receive an adjustment to bring said Employee's Incumbent Base Compensation Rate up to said minimum annualized Base Compensation Rate.

An Employee's Incumbent Base Compensation Rate is the Employee's salary exclusive of all differentials.

6.3 Education Differential. The Employer will pay additional compensation at the rate of one thousand, five hundred dollars (\$1,500) per year to a Regular Full-Time Employee who holds a baccalaureate degree in Nursing, and one thousand, seven hundred fifty dollars (\$1,750) per year to a Regular Full-Time Employee who holds a Master's degree in Nursing, Health Care Administration, Community Health or Case Management. A Regular Part-Time Employee and an Other Part-Time Employee will be entitled to a pro rata benefit under this Section. The amounts above are not cumulative.

6.4 Infusion Nurse Differential. Regular Full-Time Infusion Staff Nurses and Weekend Infusion Staff Nurses who are certified by the Employer for, and are assigned to make, Infusion visits shall be paid additional compensation at the rate of three thousand five hundred dollars (\$3,500) per year. Regular Part-Time and Other Part-Time Infusion Staff Nurses who are certified by the Employer for, and are assigned to make, Infusion visits shall be entitled to a pro-rata benefit under this Section.

6.5 Experience Differential. Regular Full-Time Employees shall be paid additional compensation ("Experience Differential"), as applicable, based upon continuous Staff Nurse experience with the Employer as a Regular Full-Time, Regular Part-Time or Other Part-Time Employee, and comparable Staff Nurse Full-Time and pro rata Regular Part-Time experience with a previous employer (exclusive of Private Duty and Per Diem experience), as follows effective January 1, 2007:

Experience Differential

Years of Experience	Experience Differential	Years of Experience	Experience Differential
1	\$750	9	\$6,750
2	\$1,500	10	\$7,500
3	\$2,250	11	\$8,290

4	\$3,000	12	\$9,080
5	\$3,750	13	\$9,870
6	\$4,500	14	\$10,660
7	\$5,250	15	\$11,450
8	\$6,000	16+	\$12,240

Regular Full-Time Employees whose continuous Staff Nurse experience with the Employer equals or exceeds ten (10) years, but less than sixteen (16) years, shall receive an additional two hundred-fifty dollars (\$250.00) experience differential over the amounts shown in the above table. Regular Full-Time Employees whose continuous Staff Nurse experience with the Employer equals or exceeds 16 years shall receive experience differentials as follows:

Years of VNS Experience	VNS Experience Differential
16	\$13,030
17	\$13,820
18	\$14,610
19	\$15,400
20+	\$16,190

A Regular Part-Time Employee and an Other Part-Time Employee will be entitled to a pro rata benefit under this Section based on experience as defined in the first paragraph of this Section 6.5. The amounts above are not cumulative. Experience before and after employment with the Employer shall be considered consecutive and combined unless there has been more than a one-year (1) break in experience for which credit is given under this Section 6.5, provided that a "break in experience" will not be deemed to occur during a period when the Registered Nurse has continuous Per Diem Staff Nurse experience averaging at least one (1) day per week but, as stated above, such Per Diem experience is not credited for benefits hereunder.

Effective for Years of Experience after January 1, 2001, Per Diem Employees who become Staff Nurses will receive credit under Article 6.5 on both experience schedules for Years of Experience as a VNS Per Diem COC after January 1, 2001. Such Per Diem Employees must agree in advance on a form provided by the Employer to participate in the same weekend work schedule required of Staff Nurses in their Region/Program, and they must fulfill their agreement.

6.6 Regular Compensation Rate. An Employee's regular compensation rate will include any experience differential, education differential or evening/night differential to which the Employee is entitled under this Agreement.

In the event of a change in a Registered Nurse's job classification, the Employee's regular compensation rate will be adjusted by increasing or decreasing, as applicable, the Employee's regular compensation rate by the difference between the effective minimum annualized base compensation rates for the appropriate job classifications, as set forth in Section 6.1 of this Agreement. In the case of Regular Part-Time, Other Part-Time and Temporary Employees, a pro rata portion of the appropriate base compensation rates will be applied.

6.7 Overtime Work.

6.7.1 Employees Working Seven and One-Quarter-Hour (7.25) Workdays, Five-Day (5) Workweek Schedule. A Registered Nurse shall be paid at one and one-half (1.5) times the Registered Nurse's regular compensation rate for authorized time worked in excess of thirty-six and one-quarter (36.25) hours per week, or in the case of a Regular Full-Time Registered Nurse who is regularly scheduled to work five (5) days per week, seven and one-quarter (7.25) hours per day, or by compensatory time off on an hour for hour basis. For this Section's purposes, a Registered Nurse's work period will be deemed to include time compensated for Holidays, Compensatory Time, Personal Days, Vacations, Sick Leave Days, Leave for Death in Family, Paternity Leave and Jury Duty Leave.

6.7.2 Employees Working Four-Day (4) Workweek Alternative Schedule. A Registered Nurse shall be paid at one and one-half (1.5) times the Registered Nurse's regular compensation rate for authorized time worked in excess of thirty-seven (37) hours per week, or for authorized time worked in excess of nine and one-quarter (9.25) hours per day, or by compensatory time off on an hour for hour basis. For this Section's purposes, a Registered Nurse's work period will be deemed to include time compensated for Holidays, Compensatory Time, Personal Days, Vacations, Sick Leave Days, Leave for Death in Family, Paternity Leave and Jury Duty Leave.

6.7.3 Employees Working Flextime Work Schedule Alternatives. A Registered Nurse shall be paid at one and one-half (1.5) times the Registered Nurse's regular compensation rate for authorized time worked in excess of thirty-six and one-quarter (36.25) hours per week, or, by compensatory time off on an hour for hour basis. For this Section's purposes, a Registered Nurse's work period will be deemed to include time compensated for Holidays, Compensatory Time, Personal Days, Vacations, Sick Leave Days, Leave for Death in Family, Paternity Leave and Jury Duty Leave.

6.7.4 Weekend Infusion Staff. A Weekend Infusion Staff Nurse shall be paid at one and one-half (1.5) times the Registered Nurse's regular compensation rate (regular weekly salary divided by 36.25 hours) for authorized time worked (other than on-call work) in excess of twenty-six (26) hours per

week; or for such authorized time worked in excess of thirteen (13) hours per day. Compensatory time will not be applicable to Infusion Staff Nurses.

6.7.5 Priority for Overtime Work. When not otherwise scheduled to work, Regular Full-Time and Regular Part-Time Registered Nurses shall have first priority, prior to utilization of Per Diem Nurses, to nursing overtime work. Such overtime shall be compensated in accordance with the Agreement. After applying the foregoing priority, Regular Full-Time and Regular Part-Time Registered Nurses shall also have first priority for available additional work in any Region/Program at the Per Diem Nurse per visit rate.

6.8 Call-In and Subject-to-Call. An Employee assigned to be subject-to-call on a weekend day or holiday prior to 8:45 a.m. shall receive one and one-half (1.5) hours pay at his or her regular compensation rate for each day on which the Employee is so assigned. A Regular Full-Time Employee subject-to-call, as set forth above, called to work on such weekend day or holiday shall receive time and one-half (1.5) (straight time in case of Regular Part-Time Employees) the Employee's regular compensation rate for all such hours worked (but in no event less than four (4) hours' straight time pay), or at least four (4) hours' compensatory time on an hour for hour basis. An Infusion On-Call Nurse assigned to be subject-to-call on a weekday, weekend day or holiday during the first hour of the Infusion On-Call shift shall receive one and one-half (1.5) hours pay at his or her regular compensation rate for each day on which the Employee is so assigned. An Infusion On-Call Nurse subject-to-call, as set forth above, called to work on such weekday, weekend day or holiday shall receive on-call payment as described in Article 14.6.

There will be no pyramiding of pay under this Section.

6.9 Compensatory Time Off. Except with mutual consent of the Employer and the Registered Nurse concerned, the Employer will not require a Registered Nurse to take compensatory time off (on an hour for hour basis) in lieu of premium compensation. With the mutual consent in the prior sentence, compensatory time can be accumulated to a maximum of five (5) days, a maximum of thirty-seven (37) hours for Employees working four-day (4) workweek schedules.

6.10 Premium Compensation Rate: Limitations. Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement and, if more than one (1) type of premium compensation rate would otherwise apply to the same work, only the higher rate will be paid.

6.11 Uniform Allowance. Upon beginning employment with VNS, Regular Full-Time Employees shall be provided with five (5) tops of their choice and one (1) sweater or vest from among a selection of items identified by VNS ("the VNS Collection"), and Regular Part-Time Employees shall be provided with two (2) tops of their choice and one (1) sweater or vest from the VNS Collection. Thereafter, said Employees shall receive two (2) tops annually, to be issued on each of the Employee's succeeding anniversary dates in which he or she continues to be in such status.

On the first anniversary of beginning employment with VNS, Per Diem Coordinators of Care ("CoCs") shall be provided with five (5) tops of their choice and one (1) sweater or vest from the VNS Collection, and other Per Diem Employees shall be provided with two (2) tops of their choice and one (1) sweater or vest from the VNS Collection. Thereafter, Per Diem CoCs shall receive two (2) tops annually, and other Per Diem Employees who have regularly worked throughout such year shall receive one (1) top annually, to be issued on each of the Employee's succeeding anniversary dates in which he or she continues to be a Per Diem CoC or other Per Diem Employee, respectively.

Employees covered by this Agreement, including Per Diem Employees, are required to wear VNS tops with the VNS logo and VNS sweaters or vests with the VNS logo from the VNS Collection, and navy blue bottoms.

Employees shall supply navy blue bottom themselves.

Regular Full-Time Employees shall receive an annual uniform allowance of one-hundred fifty dollars (\$150) (pro-rata for Regular Part-Time Employees). Effective January 1, 1999, seventy-five dollars (\$75.00) of the annual uniform allowance is payable on the Employee's eighteen (18) month Anniversary Date (i.e. after eighteen (18) months of service) and, thereafter, one-half (½) of the annual amount is payable every six (6) months.

6.12 I.D. Cards. An Employee will not be required to pay for his or her initially issued I.D. Card but is required to pay for any subsequent replacement card.

6.13 Transportation Allowance. The present VNSNY Home Care practice regarding payment in connection with the authorized use of an Employee's personal automobile shall be continued during the term of this Agreement, including a car allowance, where applicable, in an amount equal to \$191.67 per month (\$2,300.00 per year). The Employer shall continue its policy to reimburse a Registered Nurse for all reasonable parking expenses and tolls incurred in the field while visiting patients. It is a general rule that a Registered Nurse who drives is expected to comply with parking and driving regulations and, as a result, he or she is held responsible for paying all fines received as a result of violating parking or driving regulations. However, recognizing that unusual circumstances can occur when the situation is beyond the control of the Registered Nurse, the Regional Administrator or Department Head, as applicable, or designee, has the discretion to make an exception and approve the payment of parking violation tickets by VNSNY Home Care. In the case of a breakdown of an Employee's automobile in the field, good faith efforts will be made to provide alternative means of transportation or reassignment of the Registered Nurse involved.

6.14 Termination Benefits. A Regular Full-Time or Regular Part-Time Employee whose employment is permanently terminated for a reason other than resignation or discharge will receive as a termination allowance: (a) twenty (20) workdays' notice or compensation (pro rata for a Regular Part-Time Employee) to the extent such notice is deficient; (b) vacation pay pro rata to the Employee's termination date; and (c) accrued past holiday, personal days and earned compensatory time for which an Employee is then eligible but has not yet taken.

Registered Nurses with at least twenty-five (25) years of service as a Regular Full-Time Employee or Regular Part-Time Employee who permanently terminate their employment with VNS between 62 and 65 years of age shall receive a payment of \$3,500 for each full year between their date of termination and age 65, payable at the beginning of each such year.

6.15 Resignation. An Employee whose employment is terminated by resignation will give Employer advance written notice of four (4) weeks or forfeit termination benefits. An Employee must work the entire resignation notice period, except for bona fide illnesses or pre-scheduled time off, or forfeit termination benefits.

6.16 Theft of Personal Property. The Employer shall, during the term of this Agreement, continue its present policy regarding theft of the following items during working hours, but the maximum level of reimbursement shall be \$35.00 for cash, \$40.00 for a watch, \$25.00 for a wallet and \$15.00 for a tote bag. During the term of this Agreement, the theft or vandalism of standard automobile equipment while in the field during working hours will be reimbursed up to \$90.00 per incident. Normal proof of such theft or vandalism will be provided by the Registered Nurse.

6.17 Equipment Loss or Theft. Each Registered Nurse is supplied with a stethoscope and sphygmomanometer and other equipment to be carried in his or her bag. The designated business staff will keep a list of names of each person having this equipment along with the number code for each stethoscope and sphygmomanometer. The Registered Nurse will be responsible for this equipment and, if lost or damaged because of carelessness on his or her part, i.e., leaving in patient's home, leaving bag with this equipment in a place that is vulnerable to robbery, or placing equipment where it is apt to be damaged, he or she will discuss with the Patient Service Manager and be expected to pay the full cost of such equipment. However, this equipment may be replaced by the Manager without charge to the Registered Nurse when such damage or breakage occurs as a result of accident or when equipment has been used for a reasonable length of time, when it is no longer functional, or if damaged or stolen under circumstances over which the Registered Nurse had no control. A Registered Nurse who drives a car on duty must take bag and other equipment with him or her when he or she leaves his or her car.

In the case of computer damages where negligence is at issue, the Employer will submit the damaged computer or equipment to the manufacturer for a determination of whether the damage was due to product defect or normal wear and tear. If the manufacturer determines that the damage was not the result of product defect or normal wear and tear, the Employee will immediately pay the damage assessment directly or by payroll deduction, but the determination may also be appealed directly to Arbitration under Section 17.5 (Step 3). The determination shall be a part of the evidence at the arbitration hearing without the necessity of producing a manufacturer's representative. Following execution of the Agreement, the parties will discuss the selection of a single arbitrator to hear these cases on an expedited basis.

6.18 Pay Period. The frequency of payments shall continue as heretofore.

6.19 Evening/Night Differential. A Registered Nurse regularly scheduled to work a schedule including the hours from 6:00 p.m. to 12:00 midnight shall receive a differential of twelve percent (12%) of his or her regular hourly compensation rate for any such hours between 6:00 p.m. and 12:00 midnight, and a Registered Nurse regularly scheduled to work a schedule from 12:00 midnight to 7:00 a.m. shall receive a differential of fifteen percent (15%) of his or her regular hourly compensation rate for any such hours between 12:00 midnight and 7:00 a.m. In the event that VNSNY Home Care determines that patient care or operational needs require additional Registered Nurses in any Region/Program to be scheduled to work a regular schedule of hours beyond 6:00 p.m., the procedure for seeking volunteers and ultimate assignment by seniority as set forth in Section 5.5.2 shall be applicable. This differential shall not be applicable to hours paid on an overtime basis, or to Employees working the two (2) flextime work schedules or the four-day (4) workweek, nine and one-quarter-hour (9.25) workday schedule, nor to Weekend Infusion Staff Nurses.

6.20 Certification Differential. The Employer will pay additional compensation at the rate of one thousand two hundred dollars (\$1,200) per year to a Regular Full-Time Employee who holds a nationally recognized clinical certification that relates to the operational needs of VNSNY Home Care that is related to their job, as approved by the Employer. A Regular Part-Time Employee and an Other Part-Time Employee will be entitled to a pro rata benefit under this Section. Effective January 1, 2007, such an Employee can receive up to two certification differentials for qualifying certifications, as defined above, held by that Employee.

6.21 Hospice Infusion Differential. Staff Nurses in the Hospice Program receive an additional ten dollars (\$10.00) for each visit to a Hospice patient where specialized infusion therapy is provided, to a maximum of three thousand five hundred dollars (\$3,500) per calendar year. The following are ongoing responsibilities of the Hospice nurse, which are not covered by this differential.

- Site care, including access site preparation, dressing change and site examination for signs and symptoms of infectious process
- Flushing of Hickman catheter, including identification of appropriate flushing supplies
- Mediport flushes and PICC line flushes
- Training patients and family members on maintenance of site and line
- Recognizing and troubleshooting the following problems and seeking appropriate assistance
 - Catheter occlusions
 - Catheter-related infection, including septicemia
 - Phlebitis and infiltration

6.22 OASIS Certificate Differential. Effective January 1, 2007 the Employer will pay additional compensation at the rate of six hundred dollars (\$600.00) per year to a Regular Full-Time Employee who holds a current Certificate for OASIS Specialist-Clinical ("COC-C") from the OASIS Certificate

and Competency Board, Inc. (“OCCB”). A Regular Part-Time Employee and an Other Part-Time Employee will be entitled to a pro-rata benefit under this Section.

Per Diem CoCs who comply with the requirements for the CoC Bonus in the fourth Paragraph of Article 2.1.5.c and Per Diems who meet the requirements for the Weekend Bonus in the third Paragraph of Article 2.1.5.c, will also be eligible for this OASIS Certificate Differential.

ARTICLE SEVEN HEALTH, PENSION AND SAFETY

7.1 Benefit Fund. The Employees covered by this Agreement, as provided herein, are participants in and covered by the Health Care Chapter United Federation of Teachers Benefit Fund (“Fund”). The Employer shall pay monthly contributions to the Fund at the following annualized rates (or pro rata portion) for each Regular Full-Time Registered Nurse. The Employer will make contributions on behalf of new Registered Nurses hired prior to the fifteenth (15th) day of a month on the first (1st) day of the following month and will make contributions on behalf of new Registered Nurses hired on or after the fifteenth day of the month on the first (1st) day of the second (2nd) month.

The Employer Contribution Rate effective January 1, 2010 is \$12,810.84 per year, to be reduced for savings, if any, as determined by the Fund Actuaries, resulting from new pharmacy bids, as decided upon by the Trustees. This Employer Contribution Rate will be increased effective January 1, 2011 by the amount necessary to cover the actual cost increase of Fund Benefits currently in effect as actuarially certified by the Fund Actuaries, as of such date.

For mail order of maintenance drugs, an Employee may order a 60-day supply with only one co-payment.

During the term of this Agreement, Regular Full-Time Registered Nurses and Regular Part-Time Nurses, but not Per Diem Nurses (“Eligible Employees”), may voluntarily opt out of coverage by the UFT Health Care Chapter Fund once a year, during the month of open enrollment, or upon hire, for new nurses.

Regular Full-Time Registered Nurses who elect to opt out of coverage shall receive an annual payment of \$1,500 to be paid six (6) months following the Regular Full-Time Registered Nurse’s election to opt out of coverage. Regular Part-Time Registered Nurses who elect to opt out of coverage shall receive a pro-rata annual payment to be paid out six (6) months following the Regular Part-Time Registered Nurse’s election to opt out of coverage. To be eligible for this benefit, Employees must demonstrate that they have generally comparable health insurance. Employees opting out of coverage shall not be considered to have opted out in future years. Each year, during open enrollment, an Eligible Employee who desires this benefit must affirmatively opt out and provide evidence of other generally comparable health insurance. An Eligible Employee who fails to affirmatively opt out and provide evidence of other generally comparable health insurance shall be covered by the Fund.

An Eligible Employee who has opted out of coverage may enroll in the Fund during the Plan year if the Employee loses the other health insurance coverage for any reason except failure to pay premiums or voluntary withdrawal from the other coverage for which the Employee is still eligible. Upon enrollment pursuant to the prior sentence or upon termination of employment subsequent to the opt-out payment, the Eligible Employee will be obligated to reimburse the Employer with respect to the applicable opt-out payment on a pro-rata basis. Upon enrollment pursuant to the first sentence in this paragraph or upon termination of Employment prior to the applicable opt-out payment, the Employer will be obligated to pay the Eligible Employee a pro-rata share of the applicable opt-out payment.

An Eligible Employee who has opted out of Fund coverage may enroll during the Plan year only if coverage is requested within thirty (30) days after the other coverage has terminated, unless an unforeseeable circumstance prevented the request for enrollment from being made within the thirty (30) day period.

No contributions will be made by the Employer to the Fund on behalf of employees who elect to opt out of coverage by the Fund. The Employer will provide the Union with a list of employees who have elected to opt out of coverage by the Fund. Upon enrollment to the Fund, the Employer shall commence contributions to the Fund on the first (1st) day of the following month after enrollment.

During March 2010, a special opt out enrollment period will be offered to enable Eligible Employees to opt out of 2010 coverage on a pro-rata basis.

For each Regular Part-Time Registered Nurse, except those that have opted out of coverage and Weekend Infusion Staff Nurses, the Employer will contribute a pro rata share of the above-stated amounts plus \$113.00. Weekend Infusion Staff Nurses, except those that have opted out of coverage, shall be treated as Regular Full-Time Employees for purposes of, and a Regular Full-Time (36.25-hour) contribution made to, the Fund.

Contributions shall be paid monthly by the Employer for enrolled Registered Nurses on a paid status, no later than the third (3rd) week following the month for which they are computed. Part-Time Registered Nurses, except those that have opted out of coverage, may elect to contribute, by payroll deduction, the difference between the Employer's pro rata share and the monthly contribution payable on behalf of the Full-Time Registered Nurses in order to be eligible to receive full-time benefits.

a. This contribution shall be used to provide health and welfare and related benefits for the Registered Nurses on whose behalf contributions are made.

b. The Fund shall be held and administered under the terms and provisions of the Trust Agreement and any amendment thereof.

c. An independent audit of the Fund shall be made annually and a statement of results thereof shall be furnished to the Employer.

d. The Fund shall secure and retain any necessary approval of the U.S. Internal Revenue Service as a qualified benefit fund as well as any other governmental or other approval.

e. The Employer will continue Workers' Compensation Coverage and Short-Term Disability Coverage in accordance with law.

f. The foregoing are expressed conditions of the contributions under this Section and any obligation to make contributions shall cease and any amount contributed shall be returned on failure of any of the foregoing conditions.

Effective January 1, 2002, the parties will support, and the Employer will pay for, coverage of Domestic Partners of Employees of the Employer who are participants in the Fund under this Agreement if the Employee elects such coverage on a form provided by the Employer. Domestic Partners as used in this Section 7.1 (Benefit Fund) refers to an individual who meets the standards set forth in Mayoral Executive Order 48 of 1993 and Section 2, Chapter 2 of Title 3 of the Administrative Code set forth below, and who have registered as domestic partners or executed an equivalent affidavit if ineligible to register because neither are residents of the City of New York, and have not terminated the domestic partnership.

1. Both persons are eighteen (18) years of age or older.
2. Neither of the persons is married.
3. Neither person is a party to another domestic partnership, or had been a party to another domestic partnership within the six months prior to registration.
4. The persons are not related to each other by blood in a manner that would bar their marriage in the state of New York.
5. The persons have a close and committed personal relationship, live together, and have been living together on a continuous basis.

Proof of Registration, or the equivalent affidavit if applicable, shall be provided to the Fund together with the form for election of domestic partner coverage. The Fund shall advise the Employer of an Employee's election of domestic partner coverage for tax purposes.

7.2 Pension. During the term of this Agreement, the Employer shall maintain in effect the current level of pension benefits (as amended by the Pension Agreement executed March 8, 1985 which is attached hereto as Exhibit B and made a part hereof) to the extent currently provided by the Employer, for the Regular Full-Time and Regular Part-Time Employees covered by this Agreement in the active employ of the Employer on February 28, 1997 (including Employees on authorized leave of absence on that date who return to work with the Employer following the expiration of such leave).

Except as otherwise required by ERISA, Employees who are employed as, or become, Regular Full-Time and Regular Part-Time Employees on or after March 1, 1997, shall have the current level of pension benefits (as amended by the Pension Agreement executed March 8, 1985 which is attached hereto as Exhibit B and made a part hereof) as further amended by the Pension Agreement executed herewith and made a part hereof, as set forth in Exhibit G.

The Employer shall continue its participation in the Social Security Program.

Other Employer pension plan improvements instituted by VNSNY Home Care during the term of this Agreement for VNSNY Home Care Employees generally will also be instituted for Employees covered by this Agreement.

7.3 Long Term Disability. The Employer has arranged with an insurance company for the establishment of a voluntary Long Term Disability Plan to be funded entirely by Employee participant payroll deduction contributions.

7.4 Employer Obligation. The Employer will observe all applicable health and safety laws.

7.5 Employee Obligation. Every Employee will observe all applicable health and safety laws and comply with all Employer health and safety rules and instructions.

7.6 Health Examinations. Both parties recognize that there are legal requirements and practices concerning health examinations and it is the intention of the parties to comply with these legal requirements.

7.7 Injury during Working Hours. If an Employee sustains an injury during working hours, and as a result is entitled to payment for loss of work and medical expenses under the New York State Workers' Compensation Law, the Employer shall pay such Employee the Employee's regular compensation rate, less any amount payable for that week from Workers' Compensation (if any), for loss of work during the first week, i.e., five (5) workdays (four (4) workdays for Employees working four-day (4) workweek schedule), after such injury during working hours. A Regular Full-Time Employee absent more than five (5) workdays (four (4) workdays for Employees working four-day (4) workweek schedule) will have the option while on Workers' Compensation leave of absence of taking his or her accumulated sick leave on a day-to-day basis at the rate of one-third (1/3) sick time per day. Regular Part-Time Employees will receive pro rata benefits under this Section.

7.8 Flexible Spending (Payroll Deduction) Account for Dependent Care. The Employer shall continue a Flexible Spending (Payroll Deduction) Account for dependent care for all Employees covered by this Agreement through IRS Code §§125 and 129. Nothing in this Agreement shall preclude the Employer from modifying or discontinuing such Program after consultation with the Union.

7.9 Flexible Spending (Payroll Deduction) Account for Health Care Expenses. The Employer shall implement a Flexible Spending (Payroll Deduction) Account for medical care for all Employees covered by the Fund under this Agreement through IRS Code §§125 and 129. Nothing in this Agreement shall preclude the Employer modifying or discontinuing such Program after consultation with the Union.

7.10 NYSUT Benefit Trust Payroll Deduction. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit O, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each bi-weekly paycheck (except in the two (2) months in a calendar year in which three (3) paychecks are issued, then no deduction will be taken from the third paycheck) the amount certified by the NYSUT Member Benefit Trust to the VNSNY Home Care Payroll Department, 5 Penn Plaza, 12th Floor,

New York, NY 10001, Attention Manager of Corporate Disbursements, at least one month preceding the date for the payroll deduction or change in deduction amount to commence, and remit such sum to the NYSUT Member Benefit Trust by a single check covering all such deductions, together with a list of all Employees from whom amounts have been deducted, and their social security numbers and amounts deducted. Otherwise, the administration of this NYSUT Benefit Trust Deduction shall be the same as the dues check off under Article 3.4, hereof. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Section, and the Employee will, in all circumstances, remain fully and solely liable for any and all premiums and fees due and owing to the Trust, and the Trust will, in all circumstances, remain fully and solely liable for any and all benefits due and owing to any Employee Member.

ARTICLE EIGHT HOLIDAYS, VACATIONS AND PERSONAL DAYS

8.1 Holidays.

8.1.1 Designation. Regular Full-Time Employees will be entitled annually to the following holidays:

- | | |
|--------------------------------------|--------------------------------|
| a. New Year's Day (January 1) | e. Independence Day (July 4) |
| b. Martin Luther King Jr.'s Birthday | f. Labor Day |
| c. President's Day | g. Thanksgiving Day |
| d. Memorial Day | h. Christmas Day (December 25) |

Regular Part-Time Employees will receive a pro rata benefit under this Section.

8.1.2 Entitlement. The Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified. The Employer will, consistent with the needs of the Employer, distribute holidays off on an equitable basis.

8.1.2.1 Employees Working Five-Day (5) Workweek Schedule. If a holiday falls on an Employee's regularly scheduled day off, the Employee shall receive a day off at the regular compensation rate or, at the option of the Employer, receive an additional day's pay. If a holiday falls during an Employee's vacation, the vacation may be extended by one day or, at the option of the Employer, the Employee may receive a day off at the Employee's regular compensation rate. An Employee must work the scheduled workday before and the scheduled workday after a paid legal holiday or day in lieu thereof in order to be eligible for holiday or personal day pay, unless the Employee is on pay status, e.g., sick leave, on such day before or day after.

8.1.2.2 Employees Working Four-Day (4) Workweek Alternative Schedule. If a holiday falls on an Employee's regularly scheduled day off, the Employee shall receive seven and one-quarter (7.25) hours off at the regular compensation rate or, at the option of the Employer, receive an additional seven

and one-quarter (7.25) hours' pay. An Employee must work the scheduled workday before and the scheduled workday after a paid legal holiday or day in lieu thereof in order to be eligible for holiday or personal day pay, unless the Employee is on pay status, e.g., sick leave, on such day before or day after.

8.1.3 Pay or Equivalent Time Off.

8.1.3.1 Employees Working Five-Day (5) Workweek Schedule. An Employee who is not scheduled to work on a holiday will be paid at the Employee's regular compensation rate. An Employee who is scheduled to work on any of the Holidays set forth in Section 8.1.1, shall be paid for work performed on that day at the rate of two (2) times the Employee's regular compensation rate or, at the Employee's option, by compensatory time off on a two-hour (2) per hour worked basis, and in addition an additional day's pay for the Holiday at the Employee's regular compensation rate. An Employee who works five and one-quarter (5.25) hours on a holiday is treated for the purposes of this Section 8.1.3.1 as having worked seven and one-quarter (7.25) hours.

8.1.3.2 Employees Working Four-Day (4) Workweek Alternative Schedule. An Employee who is not scheduled to work on a holiday which falls on the Employee's scheduled workday will be paid for seven and one-quarter (7.25) hours' work at the Employee's regular compensation rate. Any compensated holiday time, however, will not be considered as a basis for overtime pay if it falls on an Employee's regularly scheduled day off. An Employee who is scheduled to work on any of the Holidays set forth in Section 8.1.1, shall be paid for work performed on that day at the rate of two (2) times the Employee's regular compensation rate for the actual number of hours worked or, at the Employee's option, by compensatory time on a two-hour (2) per hour worked basis and, in addition, an additional seven and one-quarter (7.25) hours' pay for the Holiday at the Employee's regular compensation rate. An Employee who works five and one-quarter (5.25) hours on a holiday is treated for the purposes of this Section 8.1.3.2 as having worked seven and one-quarter (7.25) hours.

8.2 Vacation.

8.2.1 Amount. After six (6) months of employment, Regular Full-Time Employees shall accrue paid vacation credit at the rate of 5.577 hours (5.728 hours for Employees working four-day (4) workweek schedules) for each two-week (2) pay period worked retroactive to the date of employment. Vacation time must be earned before it can be taken.

Regular Full-Time Employees, after five (5) years of full-time service with the Employer, shall accrue paid vacation credit at the rate of 6.971 hours (7.115 hours for Employees working four-day (4) workweek schedules) for each two-week (2) pay period worked.

A Regular Part-Time Employee will receive a pro rata benefit under this Section.

8.2.2 Entitlement. The vacation eligibility year shall be based on the Employee's Anniversary Date. No unpaid absences shall be deemed or considered as time worked in computation of vacation pay. Where an Employee has been absent without pay, the vacation pay shall be prorated on a percentage

basis, i.e., the Employee shall receive pro rata vacation time off with pay, based on the percentage of actual time worked during the applicable year to regularly scheduled working time.

8.2.3 Scheduling. The vacation period will be the entire calendar year, subject to the Employer's needs as determined by the Employer. An Employee will, subject to the Employer's operating requirements, have his or her choice of vacation time, it being recognized, however, that vacations must be scheduled by the Employer in a manner designed to ensure the effective and efficient operation of the Employer.

Vacations shall normally be taken in the year in which accrued, but a maximum total of six (6) weeks may be accrued at any time, after which no further vacations will accrue.

Early planning and selection of vacation periods is necessary to avoid last minute changes and to maintain coverage. Requests for vacation time shall be submitted in writing to the Employer on such advance date as established by the Employer.

Seniority, as applied within the Region/Program (provided that a Registered Nurse who is an elected delegate to a Union Convention shall have first option for that date within the vacation quota) will apply to vacation time selections but will be subject to the Employer's operating requirements. Seniority as it applies to vacation and holiday requests by LTHHCP Nurses will be treated as if each Region LTHHCP were each a separate Region/Program. Seniority as it applies to vacation, holiday and personal day requests by Infusion Staff Nurses will be treated as if each Region Infusion group were a separate Region/Program. Vacation schedules will be posted in March, July and November of each year at least three (3) months prior to the start of the applicable vacation period. A Registered Nurse may request a change in his or her schedule at least two (2) weeks in advance of the scheduled date and, if consistent with operational needs, will be granted such change based on availability and seniority, provided that such Registered Nurse may not bump another Registered Nurse from previously scheduled vacation by this procedure.

8.2.4 Pay. An Employee entitled under Section 8.2.1 of this Article will be paid for vacation at the Employee's regular compensation rate. Vacation pay shall be given immediately prior to starting vacation provided such request is received at least four (4) weeks in advance and provided that the request is for a minimum of five (5) days.

8.2.5 Pay in Lieu of Vacation Time Off. Employees who are accruing three (3) weeks' vacation time may request to be paid for one (1) week in lieu of taking time off and Employees who are accruing four (4) weeks' or more vacation time may request to be paid up to a maximum of two (2) weeks in lieu of taking vacation time off; requests may only be made for blocks of five (5) days or ten (10) days depending on the Employee's eligibility. The Employee may make such a request at any time during the year; only one (1) such request will be granted each calendar year. Employees may be granted pay in lieu of vacation time at the discretion of the Regional Administrator or Department Head, as applicable, or designee, and an answer given by the Regional Administrator or

Department Head, as applicable, or designee. If more requests are received than can be accommodated, seniority will be applied. Part-Time participation shall be on a pro rata basis. If an Employee wishes to be paid in lieu of taking vacation time as set forth above, a request for such pay in lieu of vacation shall be made on a form provided by the Employee to his or her Manager.

8.3 Personal Business Days. After six (6) months of employment, a Regular Full-Time Employee shall be entitled to five (5) personal days per calendar year, earned at the rate of 1.395 hours per pay period up to a maximum of thirty-six and one-quarter (36.25) hours (a Regular Full-Time Employee working a four-day (4) workweek alternative schedule shall be entitled to a maximum of thirty-seven (37) hours, earned at a rate of 1.424 hours per pay period), above which no further accrual shall be permitted. While Employees are not eligible for personal days prior to completion of six (6) months of employment, Employees who complete six (6) months of employment are treated as having accrued personal days from date of employment at the rate of 1.395 hours each pay period up to a maximum of thirty-six and one-quarter (36.25) hours (at the rate of 1.424 hours each pay period up to a maximum of thirty-seven (37) hours for Employees working four-day (4) workweeks). Personal days shall be scheduled by the Employee and Employer, consistent with the operational needs of the Employer, at least two (2) weeks in advance with the approval of the Employer, which approval shall not be unreasonably denied, except in an emergency (which shall include illness of an Employee who has exhausted his or her sick leave) where advance notice by the Employee is not possible. Once scheduled, personal days shall not be canceled except where required by operational requirements. A Regular Part-Time Employee shall receive a pro rata benefit under this Section.

ARTICLE NINE PAID LEAVES

9.1 Sick Leave.

9.1.1 Entitlement and Amount. After one (1) month of employment, a Regular Full-Time Employee shall be entitled to paid sick leave earned at the rate of 3.346 hours (3.415 hours for an Employee working a four-day (4) workweek) for each pay period worked retroactive to the Employee's date of employment. An Employee is not entitled to compensation for days taken in the first month of employment. There shall be no limit on the number of sick days, which may be accrued. A Regular Part-Time Employee will receive a pro rata benefit under this Section.

9.1.2 Pay. An eligible Employee will be paid for sick leave at the Employee's regular compensation rate for the Employee's regularly scheduled workday. Accrued sick leave may be used to care for a family member in the same household for one (1) day per incident; same conditions as applied for personal illness will apply. Sick leave will be applicable only if the Employee is ill on the day during which the Employee is regularly scheduled to work. To be

eligible for sick leave benefits, an Employee who is absent due to illness or injury must notify his or her manager between 8:30 a.m. and 9:00 a.m. (between 8:00 a.m. and 8:30 a.m. in the case of an Employee working four-day (4) workweeks) unless it is not possible for the Employee, or some other member of the Employee's household, to make such notification. The Employee must remain in communication with the Region/Program office on each day of absence unless it is impossible to do so, the manager instructs otherwise or the absence will be of a certain medically specified duration communicated to the Employer. An Employee who has been on sick leave may be required to be examined by a panel physician before being permitted to return to duty. The Employer may require that an Employee submit proof of illness or accident satisfactory to the Employer as a condition of receiving sick leave pay.

9.2 Leave for Death in Family. A Regular Full-Time Employee, after sixty (60) workdays' employment shall be paid for three (3) workdays' absence in the event of death of his or her spouse, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law or other individual who lives in the same household with the Employee. Such days must be taken consecutively at the time of the funeral. An Employee will be paid for such days at the Employee's regular compensation rate. The Employer reserves the right to require proof of death and relationship or common habitation, as applicable, as a condition of payment under this Section. A Regular Part-Time Employee will receive a pro rata benefit under this Section. Where necessary, and where advance notification is given, an Employee is permitted, upon the approval of the supervisor, to use accrued vacation days and personal days in connection with leave for death in the family under this Section.

9.3 Jury Duty Leave

9.3.1 Amount. A Regular Full-Time Employee, after sixty (60) workdays' employment, will be granted leave for jury duty. An Employee will be paid for such leave the difference between pay actually received from such jury duty and the pay the Employee would have received had he or she worked such days, which shall not include "on-call" jury time when an Employee is able to be at work. In order to be entitled to jury duty pay, an Employee must submit certification from the court of the days of jury service.

A Regular Part-Time Employee will receive a pro rata benefit under this Section.

9.3.2 Procedure. An Employee who is summoned, not volunteered, to jury duty, will promptly so notify the Employer. An Employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Employer of such release. The Employer, when it deems advisable, will attempt to have the Employee excused from jury duty.

9.4 Paternity Leave. A Regular Full-Time Employee, after thirty (30) days' employment, shall be entitled to one (1) day's paid absence at the Employee's

regular compensation rate in the event of the birth of a child to his spouse. This day must be taken within two (2) weeks of the birth of the child.

A Regular Part-Time Employee will receive a pro rata benefit under this Section.

9.5 Paid Military Leave. Regular Full-Time and Regular Part-Time Employees who are in the military reserves and whose unit (including themselves) are ordered to active duty due to a national emergency declared by the President of the United States, shall be paid the difference by which his/her Regular Compensation Rate exceeds his/her total military pay and allowances for up to one (1) month of such active duty.

ARTICLE TEN UNPAID LEAVE

10.1 Basis and Amount. On application as required by Section 10.2 of this Article, a Regular Full-Time or Regular Part-Time Employee who has completed six (6) months or more of continuous employment with the Employer will be eligible for leave of absence: (a) up to six (6) months for personal illness; (b) up to nine (9) months for maternity; (c) up to twelve (12) months for education at an accredited educational institution after at least one (1) year of employment; and (d) up to twelve (12) months for assumption of a full-time Union position. The six-month (6) limitation shall not be applicable for maternity leave. Other leaves of absence without pay for other reasons will not be unreasonably denied by the Employer. An Employee on leave pursuant to this Section will not accrue benefits or seniority under this Agreement, except that at the expiration of any such leave, the Employee will be entitled to return to work at the same job classification without loss of previously accrued seniority.

Seniority shall not accrue during unpaid leaves of absence or while an Employee is on suspension. Notwithstanding the foregoing, an Employee on leave of absence covered by Workers' Compensation shall accrue seniority for the computation and determination of eligibility for all non-economic benefits where length of service is a factor pursuant to this Agreement, e.g., layoff, recall, lateral transfers, vacation time selection, etc. Reasonable efforts will be made to place the returning Employee in his or her former Region/Program if a position is available and it is consistent with the effective and efficient operation of the Employer. An Employee on leave due to disability pursuant to this Section may, at the Employee's request, receive a lump sum payment representing all or part of compensatory time and/or vacation time accrued by the Employee up to the commencement of the leave of absence. Effective July 1, 2001, in the case of an Employee who is on a leave of absence for personal illness, such Employee may, if medically necessary, extend such leave for up to an additional six months, provided that an Employee who returns to work from such an extended leave of absence will be reinstated to a Staff Nurse position, unless, in the case of an Employee other than a Staff Nurse, that Employee's former position remains vacant at the time of his/her return from such extended leave of absence.

10.2 Procedure. An Employee desiring leave of absence under Section 10.1 of this Article, except in case of emergency, will apply for it in letter form to the Employer at least four (4) weeks prior to commencement of such leave, and the Employer will notify the Employee of the decision within ten (10) workdays. An Employee desiring extension of any leave of absence will submit a similar application as soon as possible but not later than five (5) workdays before the scheduled expiration of that leave, and the Employer will notify the Employee of its decision within three (3) workdays after receiving such application. The Employer will simultaneously notify the Union of any leave or extension granted and its duration.

10.3 Limitation. An Employee will be terminated for obtaining a leave by false pretense or for failing to return from a leave.

10.4 Military Leave. A leave of absence for the performance of duty in the United States Armed Forces or with the reserve component thereof shall be granted in accordance with applicable law, and an Employee on such leave may, at the Employee's request, receive a lump sum payment representing all or part of compensatory time, personal time and/or vacation time accrued by the Employee up to the commencement of the leave of absence.

10.5 Family and Medical Leave Act. The Employer will comply with the provisions of the Family and Medical Leave Act of 1993, which are hereby incorporated by reference.

ARTICLE ELEVEN EDUCATION PROGRAMS

11.1 Staff Development Policy. Subject to budgetary restraints, and recognizing the necessity for flexibility and adaptation to changed circumstances, purposes and philosophies, the Employer shall continue its policy regarding the following:

11.1.1 Orientation. A planned orientation program is provided over a period of approximately six (6) weeks for new nurses. A policy of reduced caseload for the orientee and those involved in orientation is in effect within the discretion of the Regional Administrator or Department Head, as applicable, or designee, which shall not be arbitrarily exercised. The Union will designate one (1) Registered Nurse (and one (1) alternate Registered Nurse) to give a presentation for a half hour at the first orientation class of new Registered Nurses. VNS will schedule the half hour for the Union portion of the Orientation Program to begin promptly at 4:00 p.m. Orientees may stay over on a voluntary basis to ask questions or hear more from the Registered Nurse Representative. A new Employee may continue to have a reduced caseload after orientation for a limited period of time during the probationary period at the discretion of the Regional Administrator or Department Head, as applicable, or designee. All new Employees will work five (5) days per week, seven and one-quarter (7.25) hours per day, during this orientation period. New Employees assigned to the Infusion Program will complete the aforementioned orientation, as well as orientation

focusing on infusion care services that is approved by the department head or designee.

11.1.2 Inservice/Outservice. An inservice education program designed to further the operational needs of the Employer and, in coordination therewith and for the same purpose, time off without loss of pay, financial aid for participation in educational institutes, programs and workshops as approved by the Employer, which approval shall not be unreasonably denied in the light of staffing requirements and the costs related to educational institutes, programs or workshops.

11.1.3 Upgrading Nursing Skills. It is the policy of the Employer to upgrade the skills of its nursing staff by familiarizing them with procedures and practices new to the nurse that are directly related to the patient's care. The application of this provision shall not be subject to the grievance and arbitration provisions of this Agreement.

11.1.4 Orientation to New Program. It is the policy of the Employer to orient appropriately a Registered Nurse transferring into another program.

11.1.5 Inservice Education Committee. There shall be an Inservice Education Committee in each Region/Program composed of two (2) representatives appointed by the Union and two (2) representatives appointed by VNSNY Home Care to make recommendations regarding inservice education to the Regional Administrator or Department Head, as applicable, or designee, who will communicate with the Chief Operating Officer, or designee, in this regard.

11.1.6 Class Leader Preparation Time. Since the quality of inservice education is dependent upon the time allocated to preparation by class leaders, a reasonable amount of time should be allocated for such class leaders to research and plan each conference. However, it is recognized that there are other time demands, which may supersede, and, in such cases, the class leader will be consulted in connection with any alternative arrangements made.

11.1.7 Continuing Staff Development. As the changing health care environment places new and additional responsibilities on the nursing staff, the Employer recognizes the continuing need to provide appropriate orientation and in-service education necessary for a flexible adaptation to these new circumstances. An Infusion Care nurse who is assigned to non-infusion visits that require the performance of skills that the nurse has self-identified as a deficiency shall advise his/her supervisor of his/her concern. The Infusion Care Program Head, or designee, will then assess the need for additional in service education, orientation, instruction, information or joint visit ("Education"), as appropriate to the situation, to address any skill deficiency. This Education shall not be unreasonably denied.

11.2 Foreign Language Courses. The Employer will reimburse eligible staff members for the full cost of foreign language classes to a maximum of one hundred fifty dollars (\$150.00) upon submission of a receipt of payment and evidence that the course has been successfully completed. This reimbursement is limited to one such course in one calendar year. Eligibility for reimbursement is based upon the following criteria as determined by the Regional Administrator or Department Head, as applicable, or designee:

a. The Regional Administrator or Department Head, as applicable, or designee, must approve in advance the need for the use of the foreign language in connection with the Employee's work or work contemplated in the immediate future.

b. The staff member must be working in an area where communicating in the foreign language would be of assistance in providing service to an appreciable portion of the patients.

c. The course must be taken during off duty time and no reimbursement will be made for time spent in classes.

11.3 Tuition Refund. The Employer shall maintain for Regular Full-Time Employees a Tuition Refund Program providing for reimbursement of Tuition paid by an Employee for Covered Courses in accordance with the following:

11.3.1 Covered Courses. Courses leading to a Bachelor of Science in Nursing ("BSN") or a Master's degree in Nursing, Health Care Administration, Community Health, Public Health, Nursing Education, Holistic Nursing, or Case Management.

11.3.2 Covered Credits. Tuition Refund will be provided for a maximum of eighteen (18) credits per calendar year.

11.3.3 Eligible Employees. A Regular Full-Time Employee who has completed six (6) months of service with the Employer is eligible for the Tuition Refund Program; other Employees, including Regular Part-Time Employees, Other Part-Time Employees, Temporary Employees, Per Diem Employees and Employees on Leaves of Absence, are not eligible.

11.3.4 Time of Refund. Tuition refund will be made under the Tuition Refund Program upon successful completion (i.e., with a passing grade) of a Covered Course and presentation of proof (i.e., College Transcript) of such successful completion.

11.4 Scheduling for Education Time. Subject to the discretion of the Regional Administrator or Department Head, as applicable, or designee, in order to maintain effective and efficient operations, a Regular Full-Time Employee who has completed six (6) months of service may be permitted to use a maximum of two (2) hours per week of accrued vacation, personal or compensatory time for the period of one (1) semester to attend degree program educational classes not given during non-working hours. The two (2) hours for class time must be scheduled at either the beginning or the end of the day in order that the Employer can continue to operate effectively. Use of accrued time in this manner will be limited to one (1) two-year (2) period during employment. Where more than one (1) Registered Nurse is involved, the Regional Administrator or Department Head, as applicable, or designee, shall take into account seniority in exercising his or her discretion under this Section. Proof of course schedules may be required by the supervisor.

11.5 Certification. In order to encourage nurse certification in areas of nursing specialization related to staff nurse work responsibilities, the Employer shall provide reimbursement to Regular Full-Time Employees who successfully complete the examination for a nationally recognized clinical certification that relates to the operational needs of VNSNY Home Care that is related to their job,

as approved by the Employer. Reimbursement of up to four hundred dollars (\$400) per certification shall be provided for exam and filing fees, with appropriate documentation.

11.6 OASIS Certificate Fees. In order to encourage nurses to comply with the requirements for achieving an OASIS Certificate, the Employer shall provide reimbursement to Regular Full-Time Employees who successfully complete the examination for a Certificate for OASIS Specialist – Clinical from the OASIS Certificate and Competency Board of up to four hundred dollars (\$400.00) for related exam and filing fees, with appropriate documentation. A Regular Part-Time Employee will be entitled to a benefit under this Section.

A Per Diem CoC who complies with the requirements for the CoC Bonus in the fourth Paragraph of Article 2.1.5.c and a Per Diem Employee who meets the requirements for the Weekend Bonus in Paragraph three of Article 2.1.5.c will also be eligible for OASIS Certificate Fees reimbursement under Article 11.6.

ARTICLE TWELVE PROFESSIONAL CONCERNS

12.1 Job Descriptions. Specific job descriptions for all Registered Nurse job classifications shall be maintained and shall be made conveniently available to all Registered Nurses in each Region/Program office.

12.2 Performance Evaluation. A Registered Nurse will be provided a copy of probationary period and regular formal evaluation forms filled out on him or her.

12.3 Policy and Procedure Manuals. Nursing Policy and Procedure Manuals will be placed in Region/Program offices.

12.4 Non-Nursing Functions. The parties recognize that Registered Nurses are highly educated professionals whose chief responsibility is patient care. The Employer recognizes the desirability in terms of effective and efficient operations of eliminating or minimizing the performance by Registered Nurses of non-nursing duties such as Medicaid applications once social workers are assigned, screening telephone calls, locating records, transporting patients, transporting supplies, arranging for food stamps, completing E-CAP forms, duplicating, hole punching, other routine clerical work, etc., except as necessary or required by the Employer. The Registered Nurses also recognize that an important element in this continuing process is their duties and responsibilities in connection with the direction of the work of support personnel designated to perform such non-nursing duties. However, in order to avoid confusion, the Registered Nurse shall have made available to them a copy of the current job description of the support personnel responsible for those functions, and a description of how such support personnel are to be directed in the performance of those functions.

12.5 Documentation. It is the intention of the parties that Registered Nurses covered by this Agreement should be provided sufficient office time to complete required documentation. The application of this provision shall be subject to the grievance and arbitration provisions of this Agreement.

12.6 Recruitment and Retention Committee. VNSNY Home Care will maintain a Nurse Recruitment and Retention Committee consisting of two (2) representatives designated by VNSNY Home Care and two (2) representatives designated by UFT. The Committee will receive and analyze data and make recommendations to the Vice President of Human Resources, or designee, regarding improvement of recruitment and retention of Visiting Nurses.

ARTICLE THIRTEEN VACANCIES

13.1 Posting. When a job vacancy in the bargaining unit exists, VNSNY Home Care shall post a notice of such opening in each Region/Program office for at least five (5) workdays and an Employee who desires to bid on the position shall do so in writing in the manner and within the time period specified in the notice. If an Employee, with VNSNY Home Care's approval, voluntarily changes the number of his or her scheduled days of work or his or her hours of work, such changes alone shall not constitute a new position requiring posting.

An Employee who prepares and submits to their supervisor a Request For Transfer/Promotion Form with regard to a posted job vacancy, will receive an Employee Copy signed by Employee's Supervisor within ten (10) workdays.

13.2 Promotions. Where a promotional vacancy in a bargaining unit position occurs and two (2) or more Employees or individuals are under consideration for such vacancy, the Employer shall promote or assign the most qualified and competent Employee or individual. Disputes under this provision shall be subject to the grievance procedure only if the question involves an arbitrary decision of the Regional Administrator or Department Head, as applicable, or designee. Any Employee who has been promoted shall serve the same probationary period in the new position as a new Employee and may during this period be returned to the prior job classification, and such action shall not be subject to the grievance and arbitration procedure of this Agreement. If the Employee is removed from the new position during the probationary period, the Employee shall have a right to return to the Employee's former classification and in the Region/Program (where possible) with whatever entitlements he or she would have had had he or she never been promoted, provided that if the Employee is discharged, such discharge shall be subject to the grievance and arbitration procedure of this Agreement.

An Employee promoted outside the bargaining unit shall not have seniority exercisable in the bargaining unit while in such non-bargaining unit position, but if such individual subsequently loses his or her promotion job and is hired to fill a bargaining unit vacancy by the Employer, such Employee shall upon such employment (subject to the normal probation period for new Employees) have the seniority he or she had at the time of the promotion, including seniority in the promotion position for benefit purposes.

13.3 Lateral Transfers.

13.3.1 Voluntary Transfers. Where a vacancy occurs in a bargaining unit position (other than a promotion vacancy) in another Region/Program, after or in conjunction with adjustments within that Region/Program by the Regional Administrator or Department Head, as applicable, or designee, as provided in Section 13.3.6, below, any Registered Nurse in another Region/Program with a satisfactory work record and with at least one (1) year of service (six (6) months in the case of the transfers between health areas as designated by the Employer on a consistent basis in a Region/Program) in his or her present Region/Program (or six (6) months' service in the discretion of that Region/Program's Regional Administrator or Department Head, as applicable, or designee, or if the Registered Nurse was involuntarily transferred to that Region/Program) may request in writing a transfer to fill such Region/Program vacancy, in accordance with Section 13.1, above, provided that the Registered Nurse has the necessary qualifications to perform the work required and provided further that such transfer will not unreasonably reduce the operational efficiency of the Employer or the Region/Program, but this will not result in delaying such a transfer for more than six (6) weeks from when it would otherwise be effectuated under this Subsection. Where two (2) or more Registered Nurses request such transfer in writing, the Employer shall transfer the Registered Nurse with the greatest seniority, unless as among such Registered Nurses there is an appreciable difference in their qualifications to do the job.

13.3.2 Involuntary Transfers.

13.3.2.1 Staff Increases in Region/Programs. Before an involuntary transfer from one Region/Program to another Region/Program is effectuated, efforts will first be made to determine whether an appropriate voluntary transfer as described in Section 13.3.1 is consistent with effective and efficient operations. Also, prior to any involuntary transfer of any Regular Full-Time or Regular Part-Time Employees from one Region/Program to another Region/Program is effectuated, qualified Per Diem Employees in the job classification shall be transferred first, provided the remaining Employees have the qualifications and ability to perform the work and assume the responsibilities required. Thereafter, any necessary involuntary transfers will be on the basis of the needs and the effective and efficient operation of the Region/Programs, and, in that context, application of the principle of selection in reverse order of seniority as between or among the Registered Nurses who have the necessary qualifications to perform the job.

13.3.2.2 Staff Reductions in Region/Programs. Prior to any involuntary transfer of any Regular Full-Time or Regular Part-Time Employees from one Region/Program to another Region/Program is effectuated, qualified Per Diem Employees in the job classification shall be transferred first, provided the remaining Employees have the qualifications and ability to perform the work and assume the responsibilities required. Thereafter, in the event of a staff reduction in a Region/Program, a Registered Nurse affected by that staff reduction shall have the option of transferring to another program in the Region where he or she had been employed and bumping the junior Registered Nurse

with less seniority in the Region/Program before being required to transfer to the same Program in another Region.

13.3.3 Transfers into and out of the LTHHCP. Transfers shall be treated on the same basis as transfers into and out of a separate Region/Program.

13.3.4 Transfers into and out of the Hospice Program. VNSNY Home Care may interview and select Hospice Nurses in accordance with the Hospice Program's screening and selection procedure without reference to the seniority provisions in Article Thirteen of the Agreement relating to selection. Any Staff Nurse employed by VNSNY Home Care who becomes a Hospice Nurse shall have the right, within six (6) months of entering the Hospice Program, to return to his or her former Staff Nurse position in the Region/ Program where he or she had been assigned and, if a vacancy exists, to his or her former team. VNSNY Home Care shall have the reciprocal right to require any Hospice Nurse to return to the position of Staff Nurse within six (6) months after the Staff Nurse has entered the Hospice Program.

13.3.5 Transfers into and out of the Infusion Program.

13.3.5.1 Selection. Applicants shall be interviewed to determine the presence of the knowledge, skills and ability criteria set forth in the Infusion Staff Nurse job description developed by VNSNY Home Care, and in the case of Weekend Infusion positions, availability to work the hours specified. Qualified applicants shall be selected to take the Infusion Staff Nurse course on the basis of seniority unless as among such Registered Nurses there is an appreciable difference in their qualifications to do the job.

13.3.5.2 Infusion Staff Nurse Course. All qualified Infusion applicants selected shall be required to take and successfully pass the Infusion Staff Nurse course. At any time while taking the Infusion Staff Nurse course, or if the Employee fails to pass the course, the Employee may elect not to complete the course and to return to his or her former Staff Nurse position in the Region/Program where he or she had been assigned and, if a vacancy exists, to his or her former Team. All Infusion Staff Nurses who complete and pass the Infusion Staff Nurse course shall remain in such Infusion Staff Nurse positions for a minimum of six (6) months unless otherwise determined by the Employer, provided that on the last day of the six-month (6) period an Employee may, upon one (1) month's notice from that date, elect to return to his or her former Staff Nurse position in the Region/Program where he or she had been assigned, and if a vacancy exists, to his or her former Team. Thereafter, transfer rights, etc., shall be in accordance with the Agreement.

13.3.6 Reassignment within a Region/Program. It is recognized that assignment and reassignment of Registered Nurses within a Region/Program may be necessary at times to meet the needs and to ensure the effective and efficient operations of the Region/Program and, therefore, that the Region/Program must have the right of assignment and reassignment toward this purpose. However, before any reassignment within a Region/Program is effectuated efforts will first be made in accordance with Section 13.1 and the standards of Section 13.3.1 as applied within the Region/Program to obtain

volunteers from among those Registered Nurses who have the necessary qualifications and whose reassignment would be consistent with effective and efficient operations. Thereafter, any necessary involuntary reassignments will be on the basis of the needs and the effective and efficient operation of the Region/Program and, in that context, application of the principle of selection in reverse order of seniority as between or among the Registered Nurses who have the necessary qualifications to perform the job.

ARTICLE FOURTEEN ON-CALL STAFF NURSE GROUP

14.1 Posting. A posting shall be made for voluntary application for the Adult Care On-Call Group by Regular and Per Diem Adult Care Nurses only, the Hospice On-Call Group by Regular and Per Diem Hospice, Adult Care and Long Term Care Nurses only, and for the Maternal/Newborn/Pediatrics (“MNP”) On-Call Group by Regular and Per Diem MNP and Adult Care Nurses only.

14.2 Selection. Applicants shall be interviewed to determine the presence of the knowledge, skills and ability criteria set forth in the Infusion Staff Nurse, the Hospice Staff Nurse or the MNP Staff Nurse job description developed by VNSNY Home Care, as applicable, as well as the ability to be on-call at a frequency determined necessary by the Regional Administrator or Department Head, as applicable, and to meet the applicable geographic proximity requirements set forth below. Qualified applicants for the Adult Care On-Call Group shall be selected to take the Infusion Staff Nurse course on the basis of seniority (for Per Diem Employees in order of application), unless as between or among such Registered Nurses there is an appreciable difference in their qualifications to do the job.

14.3 Infusion Staff Nurse Course. All qualified Adult Care On-Call Group applicants selected shall be required to take and successfully pass the Infusion Staff Nurse course. All Adult Care On-Call Group Nurses who complete and pass the Infusion Staff Nurse course shall remain in the Adult Care On-Call Group for a minimum of six (6) months unless otherwise determined by the Employer.

14.4 Orientation

14.4.1 Hospice Orientation. All qualified Hospice On-Call Group applicants selected shall be required to attend the Hospice orientation program. All Hospice On-Call Group Nurses who attend the Hospice orientation program shall remain in the Hospice On-Call Group for a minimum of three (3) months unless otherwise determined by the Employer.

14.4.2 MNP Orientation. All qualified MNP On-Call Group applicants selected shall be required to attend the MNP orientation program. All MNP On-Call Group Nurses who attend the MNP orientation program shall remain in the MNP On-Call Group for a minimum of three (3) months unless otherwise determined by the Employer.

14.5 Geographic Proximity Requirements. In order to be a member of the On-Call Group generally, or to receive a particular On-Call assignment, the following security and arrival time requirements must be met:

14.5.1 Adult Care On-Call Group.

a. Employer will provide a car/driver between the hours of 8:30 p.m. and 8:30 a.m. to the Registered Nurse's home if the Registered Nurse lives in the region in which the visit must be made or, if the Registered Nurse lives outside the region in which the visit must be made, the Registered Nurse and car/driver will meet at a designated area. Total travel time to designated area shall be no more than one-half ($\frac{1}{2}$) hour.

b. Total traveling time from designated area to patient shall be no more than one-half ($\frac{1}{2}$) hour.

c. There shall be a total of no more than one (1) hour from time the call is received to arrival at patient's home.

14.5.2 Hospice On-Call Group.

a. Employer will provide a car/driver between the hours of 8:30 p.m. and 8:30 a.m. to the Registered Nurse's home if the Registered Nurse lives in the region in which the visit must be made or, if the Registered Nurse lives outside the region in which the visit must be made, the Registered Nurse and car/driver will meet at a designated area. Total travel time to designated area shall be no more than one (1) hour.

b. Total traveling time from designated area to patient shall be no more than one-half ($\frac{1}{2}$) hour.

c. There shall be a total of no more than one and one-half (1.5) hours from time the call is received to arrival at patient's home.

14.5.3 Infusion On-Call Group.

a. Employer will provide a car/driver between the hours of 8:30 p.m. and 8:30 a.m. to the Registered Nurse's home if the Registered Nurse lives in the region in which the visit must be made or, if the Registered Nurse lives in one of the regions for which the Registered Nurse is assigned On-Call. If the Registered Nurse lives outside the region in which the visit must be made, or lives outside one of the regions for which the Registered Nurse is assigned On-Call, the Registered Nurse and car/driver will meet at a designated area. Total travel time to designated area shall be no more than one-half ($\frac{1}{2}$) hour.

b. Total traveling time from designated area to patient shall be no more than one hour.

c. There shall be a total of no more than one and one-half (1.5) hours from time the call is received to arrival at patient's home.

14.5.4 MNP On-Call Group

a. Employer will provide a car/driver between the hours of 8:30 p.m. and 8:30 a.m. to the Registered Nurse's home if the Registered Nurse lives in the region in which the visit must be made or, if the Registered Nurse lives in one of the regions for which the Registered Nurse is assigned On-Call. If the Registered Nurse lives outside the region in which the visit must be made, or lives outside one of the regions for which the Registered Nurse is assigned On-

Call, the Registered Nurse and car/driver will meet at a designated area. Total travel time to designated area shall be no more than one-half (1/2) hour.

b. Total traveling time from designated area to patient shall be no more than one hour.

c. There shall be a total of no more than one and one-half (1.5) hours from the time the call is received to arrival at the patient's home.

14.6 Hours and Salary.

a. While working On-Call, the On-Call Nurse shall remain accessible at home, or outside his or her home by beeper, within the geographic area necessary to meet the security and arrival times in Sections 14.5.1, 14.5.2, 14.5.3 and 14.5.4.

b. As more fully set forth below, the following table sets forth the On-Call Rates for Employees in the Adult Care and Hospice Programs on or after January 1, 2010:

	Effective January 1, 2010	Effective January 1, 2011
On-Call Rates		
Shift Rates		
-12 hour shifts	\$69.14	\$70.52
Visit Rates		
Weekday Per Visit Rates		
– between 8:30 am-6:00 pm	\$54.90	\$55.30
– between 6:00 pm-8:30 am	\$62.90	\$63.30
Weekend Visits made on Saturdays, Sundays, or Holidays, as defined in Section 8.1.1 of the Agreement		
Weekend Per Visit Rates		
–between 8:30 am-6:00 pm	\$59.90	\$60.30
– between 6:00 pm-8:30 am	\$64.90	\$65.30

(1) Employees in the Adult Care On-Call Group will be assigned On-Call for said On-Call Group for shifts of either six (6) or twelve (12) hours. Employees in the Hospice On-Call Group will be assigned On-Call for said On-Call Group for shifts of at least six (6) hours. For shifts assigned to such Employee, under this Section, of other than twelve (12) hours, the Employee shall be paid a pro rata amount. Employees employed under the corporate name of GHHC and in the On-Call Group will be assigned On-Call for said On-Call Group for shifts of fourteen (14) hours. For shifts assigned to such Employee of other than fourteen (14) hours, the Employee shall be paid a pro rata amount.

(2) An Employee On-Call called to work at other than during his or her normal work hours shall be paid in accordance with the applicable Visit Rate set forth in the table above for each visit made outside his or her normal work hours as full compensation.

c. An Employee who is certified by the Employer for, and is assigned On-Call to make and who makes, Infusion visits under this Section, shall receive the following amounts for each twelve (12) hour shift assigned:

	Effective January 1 2010	Effective January 1 2011
On Call Rates		
For assignment to one region	\$87.67	\$89.42
For assignment to two regions	\$111.21	\$113.43
For assignment to three regions	\$137.68	\$140.43
For assignment to four regions	\$167.09	\$170.43
For assignment to five regions	\$199.43	\$203.42

Visit Rates

Weekday Per Visit Rates

Between 8:30 a.m. – 6:00 p.m.	\$64.90	\$65.30
Between 6:00 p.m. – 8:30 a.m.	\$71.90	\$72.30

**Weekend Visits made on Saturdays, Sundays, or Holidays
as defined in Section 8.1.1 of the Agreement**

Weekend Per Visit Rates

Between 8:30 a.m. – 6:00 p.m.	\$69.40	\$69.80
Between 6:00 p.m. – 8:30 a.m.	\$73.90	\$74.30

(1). For shifts assigned to such Employee, under this Section, of other than twelve (12) hours, the Employee shall be paid a pro rata amount.

(2). An Employee On-Call called to work at other than during his or her normal work hours shall be paid in accordance with the applicable Visit Rate set forth in the table above for each visit made outside his or her normal work hours as full compensation.

d. An Employee who is assigned On-Call to make and who makes MNP visits under this Section, shall receive the following On Call Rate amounts for each twelve (12) hour shift assigned:

	Effective January 1, 2010	Effective January 1, 2011
On Call Rates		
For assignment to one region	\$69.14	\$70.52
For assignment to two regions	\$87.67	\$89.42
For assignment to three regions	\$108.51	\$110.68
For assignment to four regions	\$131.60	\$134.23
For assignment to five regions	\$155.15	\$158.26

Visit Rates

Weekday Per Visit Rates

– between 8:30am-6:00pm	\$54.90	\$55.30
– between 6:00 pm-8:30am	\$62.90	\$63.30

**Weekend Visits made on Saturdays, Sundays, or Holidays, as
defined in Section 8.1.1 of the Agreement**

Weekend Per Visit Rates

– between 8:30am-6:00pm	\$59.90	\$60.30
– between 6:00pm-8:30am	\$64.90	\$65.30

(1). For shifts assigned to such Employee, under this Section, of other than twelve (12) hours, the Employee shall be paid a pro rata amount.

(2). An Employee On-Call called to work at other than during his or her normal work hours shall be paid in accordance with the applicable Visit Rate set forth in the table above. for each visit made outside his or her normal work hours as full compensation.

In addition to the per visit rate described above, an Employee who makes a post-partum visit to a mother and her well baby(ies) is paid an additional nineteen dollars and ninety cents (\$19.90) for each visit, effective January 1, 2010, and twenty dollars and thirty cents (\$20.30) for each visit, effective January 1, 2011.

e. Neither On-Call nor call-in visits shall be counted for purposes of fringe benefits or overtime under the Agreement.

f. An Employee who works as part of the On-Call Group is required to give four (4) weeks' notice when withdrawing from the On-Call Group.

14.7 Scheduling.

14.7.1 Adult Care On-Call Group. On-Call scheduling (three (3) months in advance) in the Region within the On-Call Group shall be based on: first, Regular On-Call Group Employees who volunteer, by seniority as applied within the Region On-Call Group; second, Per Diem On-Call Group volunteers; and, if necessary, mandatory assignment of Regular On-Call Group Employees on the basis of reverse seniority as applied within the Region On-Call Group.

14.7.2 Hospice On-Call Group. On-Call scheduling (three (3) months in advance) within the Hospice On-Call Group shall be based on: first, Regular On-Call Group Employees who volunteer, by seniority as applied within the Hospice On-Call Group; second, Per Diem On-Call Group volunteers; and, if necessary, mandatory assignment of Regular On-Call Group Employees on the basis of reverse seniority as applied within the Hospice On-Call Group.

14.7.3 Infusion On-Call Group. On-Call scheduling (three (3) months in advance) within the Infusion On-Call Group shall be based on: first, Regular On-Call Group Employees who volunteer, by seniority as applied within the Infusion On-Call Group; second, Per Diem On-Call Group volunteers; and if necessary, mandatory assignment of Regular On-Call Group Employees on the basis of reverse seniority as applied within the Infusion On-Call Group.

14.7.4 MNP On-Call Group. On-Call scheduling (three (3) months in advance) within the MNP On-Call Group shall be based on: first, Regular On-Call Group Employees who volunteer, by seniority as applied within the MNP On-Call Group; second, Per Diem On-Call Group volunteers; and, if necessary, mandatory assignment of Regular On-Call Group Employees on the basis of reverse seniority as applied within the MNP On-Call Group.

14.8 Registered Nurse Security. VNSNY Home Care will provide for the security of the On-Call Group Nurses by making arrangements for highly qualified trained security personnel to travel with the Nurses on On-Call visits, in accordance with Sections 14.5.1, 14.5.2, 14.5.3 and 14.5.4, as drivers and as security personnel to accompany the Registered Nurse into the patient's home, remain during the visit, and to return the Registered Nurse to his or her home in the region or to another mutually agreed upon designated area. The same

security will be provided for Registered Nurse visits in Day Time Escort Areas during the hours of 5:00 p.m. to 9:00 p.m.

14.9 Flextime Workweek Schedule Alternative. The provisions of Section 5.1.3 and 5.7 authorizing Flextime Work Schedule Alternatives shall be applicable with regard to a Regular Full-Time or Regular Part-Time Staff Nurse employed under the supervision of an on-call manager to make visits on evenings and nights between the hours of 6:00 p.m. to 8:00 a.m., as required in the Region/Programs and/or Departments.

ARTICLE FIFTEEN LAYOFF AND RECALL

15.1 Layoff.

15.1.1 Within a Job Classification. Before any layoff within a job classification of any Regular Full-Time or Regular Part-Time Employees, Per Diem Employees in the job classification shall be released first, provided the remaining Employees have the qualifications and ability to perform the work and assume the responsibilities required. Thereafter, in the event of a layoff within a job classification, probationary Employees in the job classification shall be laid off first, without regard to their individual periods of employment. Non-probationary Employees in that job classification shall be the next to be laid off in the reverse order of their seniority provided the remaining Employees have the qualifications and ability to perform the work and assume the responsibilities required.

15.1.2 Between Job Classifications. In the event a non-probationary Employee is scheduled to be laid off and there exists a vacant position, or a position to which a Per Diem Employee or a junior Regular Full-Time or Regular Part-Time Registered Nurse is assigned in a lower bargaining unit job classification, with regard to which such Employee to be laid off has the present ability to perform the work and assume the responsibilities required, then seniority shall prevail in assigning such Employee to such vacant position or in bumping and replacing such Per Diem Employee or junior Regular Full-Time or Regular Part-Time Registered Nurse in such lower bargaining unit job. There shall be no effect on such Employee's recall rights as a result of this Section 15.1.2.

15.1.3 Part-Time and Full-Time Employees. Layoff and recall shall apply separately to Part-Time and Full-Time positions provided that laid off Part-Time and Full-Time Employees shall have recall rights to open positions if they have the qualifications, ability and experience to perform the work and assume the responsibilities involved and are willing to work the required schedule of hours.

15.2 Recall.

15.2.1 Within a Job Classification. Whenever a vacancy occurs within a job classification in the bargaining unit, then the laid off Employee within the job classification with the most seniority will be recalled if he or she has the ability to do the work and, if not, the next senior Employee will be recalled and so on in accordance with seniority before new hiring.

15.2.2 Probationers and Per Diems. Neither probationary Employees who have been laid off nor Per Diem Employees who have been released have recall privileges.

15.2.3 Regular Part-Time Employees. A Regular Part-Time Employee on layoff shall have recall rights to a full-time position only if he or she is willing to work the required full-time schedule of hours.

ARTICLE SIXTEEN DISCHARGE AND DISCIPLINE

16.1 Warning Notices. Registered Nurses shall be given a copy of all written disciplinary warning notices issued to them.

16.2 Union Representation at Disciplinary Interviews. The Employer recognizes the reasonably exercised right of a Registered Nurse, upon request, to have a local union representative present at a disciplinary interview by management wherein a response by the Registered Nurse is required and wherein it is reasonably anticipated that disciplinary action will result to that Registered Nurse and such local representative is reasonably available, provided that this right does not extend to investigatory or fact finding interviews, consultations or counseling sessions even though some disciplinary action could result after or on the basis of such investigation, fact finding or consultation. An interview, etc., at which the right to have a local union representative is not afforded upon request shall not be considered, or included in the Employee's personnel file, as a disciplinary interview or other form of progressive discipline.

16.3 Discharge and Penalties. The Employer shall have the right to discharge, suspend or otherwise discipline any Employee for cause. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours (not including Saturdays, Sundays and holidays) from the time of such discharge. If the Union desires to contest the discharge, it shall give written notice thereof to the Employer within five (5) workdays, but not later than ten (10) workdays from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth herein, however, commencing at Step 2 of the grievance procedure. If the Union notice of contest is given from six (6) to ten (10) workdays after receipt of the notice of discharge, the days beyond five (5) shall be deemed waived insofar as back pay is concerned. If the discharge results from conduct relating to a patient or other person who does not appear at the arbitration, the arbitrator shall not consider the failure of the individual to appear as prejudicial. All the time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

ARTICLE SEVENTEEN

GRIEVANCE ADJUSTMENT

17.1 Scope. Except as otherwise provided in this Agreement, every grievance the Union (and the Employees it represents) may have, will be adjusted as set forth below. A grievance shall be defined as a dispute concerning the application or interpretation of a specific provision of this Agreement. It is understood that other complaints or problems may also be processed through the grievance procedure but may not be taken to arbitration.

A grievance which affects a substantial number or class of Employees, or on behalf of the Union, and which the Employer's representative designated in Step 1 lacks authority to settle, may initially be presented at Step 2 by the Union representative, provided that such grievance must be filed within the time period set forth in Step 2 of the grievance procedure set forth herein.

17.2 Informal Discussion. An Employee who has a grievance shall discuss the matter with the Employee's manager, who shall attempt to provide a satisfactory resolution of the matter.

17.3 Step 1. Within ten (10) workdays (or within thirty (30) days if the grievance involves a monetary claim) after the occurrence of the facts on which the grievance is based (unless the facts as opposed to the grievance or violation are unknown to the Grievant), the grievance may be submitted in writing to the appropriate Regional Administrator or Department Head, as applicable, or designee, by the Union's Local Representative. Within ten (10) days thereafter, or within ten (10) days following any conference mutually agreed upon between the Local Representative and the Regional Administrator or Department Head, as applicable, or designee, whichever is later, the answer of the Regional Administrator or Department Head, as applicable, or designee, shall be given to the Local Representative in writing.

17.4 Step 2. If the grievance is not adjusted in the time specified in Step 1, the grievance may, within five (5) days after the answer in Step 1, or of a failure to answer within the applicable time period, be appealed to Step 2 by written notice served on the Vice President of Human Resources, or designee. Within ten (10) days thereafter, or within ten (10) days following any conference mutually agreed upon between the Union's General Representative and the Vice President of Human Resources, or designee, whichever is later, the answer of the Vice President of Human Resources, or designee, shall be given to the Union in writing.

17.5 Step 3. If no satisfactory settlement of the grievance is reached in Step 2, the Union may within fifteen (15) days after the answer of the Employer given under Step 2 or of the failure of the Employer to answer within the applicable time period, submit a demand for arbitration to the Employer with a copy of such demand to the American Arbitration Association together with a request that both parties be furnished an identical list of arbitrators from the panels of the American Arbitration Association. The arbitration shall be handled in accordance with then existing rules of the American Arbitration Association.

17.6 Arbitration Powers: Limitations. The decision of the arbitrator under Step 3 shall be final and binding upon the parties hereto. The arbitrator designated pursuant to the above provisions shall have no right to add to, subtract from or in any way modify the terms and provisions of this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union.

17.7 Time Limits. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays. The time limits specified in this Article Seventeen shall be deemed to be substantive provisions and failure to comply with such time limits or any of them shall be a complete bar to any action by reason of such grievance. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

17.8 Attendance at Arbitration Hearing. With appropriate notice and where not inconsistent with effective and efficient operations, the Employer will release without loss of pay a Registered Nurse for attendance at an arbitration hearing as a witness (only for the period necessary for testimony) and up to one (1) participating grievant.

ARTICLE EIGHTEEN NON-DISCRIMINATION

The Employer and the Union will comply with applicable local, state and federal law prohibiting discrimination on the basis of race, creed, religion, color, national origin, sex, age, disability, marital status, sexual orientation, political belief or citizenship status.

ARTICLE NINETEEN BUSINESS OR EMPLOYMENT INTERRUPTION

During the term of this Agreement, neither the Union nor the Employees covered by this Agreement will, directly or indirectly, cause, sanction or engage or participate in any strike, walkout, picketing, work stoppage, work interruption, work interference, slow down, boycott or failure to cross a picket line, whether of a primary or secondary nature or in any demonstration or other type of interference with the normal conduct and operations of the Employer.

During the term of this Agreement, the Employer will not engage in a lock-out provided that a decision by the Employer to shut down for any reason or to merge or discontinue any part of its operations or functions in the bona fide exercise of its management rights as set forth in this Agreement shall not be deemed to be a lock-out.

The Employer shall have the right to discharge, with loss of all rights and benefits, or otherwise discipline any Employee who violates any of the provisions of this Article (and such discipline need not be uniform) and, in the event a grievance is filed, the sole question for arbitration shall be whether the Employee engaged in the prohibited activity.

ARTICLE TWENTY MANAGEMENT RIGHTS

The Employer has both the legal responsibility and the sole right to manage VNSNY Home Care and, except as specifically limited in this Agreement, to: (a) hire, assign, transfer, promote, demote, schedule, lay off, recall, discipline, discharge its Employees and direct them in their work and (b) control all VNSNY Home Care property. Except as this Agreement otherwise specifically provides, the management of VNSNY Home Care and the direction of the work force shall be in the sole discretion and the sole responsibility of the Employer, and except as otherwise provided herein, the Employer retains its sole and exclusive right to promulgate rules and regulations; direct, designate, schedule and assign duties to the work force; plan, direct and control the entire operation of VNSNY Home Care; discontinue, consolidate or reorganize any Region/Program, department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; install or remove equipment regardless of whether or not such action causes any reduction of any kind in the number of Employees, or transfers in the work force, requires the assignment of additional or different duties or causes the elimination or addition of nursing titles or jobs; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogative possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by or are to remain exclusively with the Employer, except as limited herein.

The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union in accordance with Sections 3.8-3.10.

ARTICLE TWENTY-ONE AGREEMENT AND AMENDMENT

21.1 Definitions. As used in this Agreement and except as otherwise clearly required by its context:

21.1.1 Agreement. "Agreement" means this Agreement and each appendix, schedule, amendment or supplement thereto;

21.1.2 Employee. "Employee" or "Registered Nurse" means an Employee covered by Article One.

21.2 Separability. This Agreement and its component provisions are subordinate to any present or future laws and regulations. If any federal or New York law or regulation or the final decision of any Federal or New York Court or administrative agency affects any provision of this Agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this Agreement will not be affected.

21.3 Complete Agreement. Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any demands and proposals. There is no obligation on either party, during the life of this Agreement, to bargain collectively with respect to any matter, whether included or not included in this contract, except as provided in the Agreement.

21.4 Amendment. This Agreement may be amended or supplemented only by further written agreement between the parties.

ARTICLE TWENTY-TWO EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise stated, will be effective from February 1, 2010 and will remain effective through January 31, 2012, and from year to year thereafter unless terminated as provided in Article Twenty-Three.

ARTICLE TWENTY-THREE TERMINATION

This Agreement may be terminated effective 12:00 midnight January 31, 2012 by written notice from either party, delivered to the other not later than October 31, 2011, of intent to modify or terminate it and may be terminated effective 12:00 midnight any subsequent January 31st, by similar notice delivered to the other party not later than the preceding October 31. Notice of intent to modify will be equivalent to notice of intent to terminate. It is understood that the negotiation of the successor agreement to this Agreement shall be with respect to pay and benefits from January 1, 2012.

VISITING NURSE SERVICE OF
NEW YORK HOME CARE

UNITED FEDERATION OF TEACHERS

By: Carol Raphael
President and Chief
Executive Officer

By: Michael Mulgrew
President

**EXHIBIT A
PAYROLL DEDUCTION AUTHORIZATION
FEDERATION OF NURSES, UFT**

Local 2 American Federation of Teachers, AFL-CIO
52 Broadway, New York, New York 10004
(212) 420-7981

Pursuant to applicable law, I assign to the Federation of Nurses, UFT from my compensation as an employee of VNSNY Home Care (hereinafter called "my employer") \$_____ or such different amount as the Federation of Nurses, UFT and I authorize and direct my employer to withhold this sum from the compensation due me each month and remit it to the Federation of Nurses, UFT.

I submit this assignment and authorization with the understanding that it will be effective and irrevocable for a period of one year from this date or up to the termination date of the current Collective Bargaining Agreement between my employer and the Federation of Nurses, UFT, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the 30 day period preceding expiration of such irrevocable period. Such revocation shall be effected by simultaneous written notice by registered or certified mail to my employer and the UFT, which must be delivered within such 30 day period.

The assignment and authorization are effective at once.

Date

Employee Signature

EXHIBIT B
1985 MEMORANDUM OF AGREEMENT: PENSION

During the negotiations for the 1985-1987 agreement covering Registered Nurses at VNS Home Care, the parties agreed that the present Pension Plan will be amended as follows:

1. RETIREMENT BENEFITS
 - a. Employees on staff prior to January 1, 1985 would, upon retirement with a pension, continue to receive COLA adjustments as presently set forth in the plan.
 - b. Employees hired after January 1, 1985 would receive COLA adjustments capped at 3% per year after retirement.
2. TERMINATED VESTED EMPLOYEES
Employees hired after January 1, 1985 who leave the Agency in the Terminated Vested category would not receive COLA adjustment during the deferral period, and they will receive COLA adjustments capped at 3% per year after retirement.

VNS HOME CARE

UNITED FEDERATION OF
TEACHERS

ELIZABETH DAVIS
VICE PRESIDENT OF OPERATIONS

ALBERT SHANKER
PRESIDENT, UFT

Date: 3/8/85

EXHIBIT C
1991 LETTER AGREEMENT: INABILITY TO FILL POSITIONS

January 31, 1991

BY HAND

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
260 Park Avenue South
New York, New York 10010

Re: 1991 - 1993 Collective Bargaining Agreement between
VNS Home Care and United Federation of Teachers

Dear Ms. Swaim:

This letter is delivered to you with the February 1, 1991 through January 31, 1993 Collective Bargaining Agreement between VNS Home Care ("VNS") and the United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO ("Union"), and is to be incorporated as a part thereof.

Effective January 31, 1991, where there has been a long-term inability for a period of six weeks to fill VNS positions for Employees in a particular area of specialization on a Borough/ Program or Department basis (in whole or in part), as applicable, and where VNS has been unable to provide Regular Staff Nurses or Per Diem Nurses, as applicable, from internal or external sources when necessary during said six-week period, Staff Nurses and Per Diem Nurses, as applicable, will be eligible to receive an increase in their base compensation, hourly or per visit rate, as applicable, between three and ten percent (3% - 10%) per bi-weekly pay period, prorated as appropriate, as long as the condition exists. The determination of eligibility and pay rates will be made quarterly by the Administrator or designee, after good faith consultation with the Union, based upon a review of staffing needs, acuity and other criteria as may be appropriate and reasonable. Determinations previously made may be changed by the same procedure of determination with prior good faith consultation with the Union.

Very truly yours,

Denise M. Davin
Vice President for Human Resources and Labor Counsel

ACCEPTED AND AGREED TO:

VNS HOME CARE

UNITED FEDERATION OF TEACHERS

By: Carol Raphael
Chief Executive Officer
and Administrator

By: Sandra Feldman
President

Date: March 8, 1991

Date: March 8, 1991

EXHIBIT D
1991 LETTER AGREEMENT: SUPBPOENAS

January 31, 1991

BY HAND

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
260 Park Avenue South
New York, New York 10010

Re: 1991 - 1993 Collective Bargaining Agreement
between VNS Home Care and United Federation of Teachers

Dear Ms. Swaim:

This letter is to confirm that a Staff Nurse or Per Diem Nurse Employee who is required by subpoena to testify in a court proceeding regarding a work-related issue may, through his/her Supervisor, contact the VNS Legal Department, and a VNS attorney or VNS-appointed attorney will consult with such Employee regarding the meaning and effects of such subpoena.

Very truly yours,

Denise M. Davin
Vice President for Human
Resources and Labor
Counsel

cc: C. Blum

EXHIBIT E
1993 LETTER AGREEMENT PAYCHECKS, HEALTH BENEFITS,
HOSPICE RNS

February 1, 1993

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
260 Park Avenue South
New York, New York 10010

Re: 1993 - 1995 Collective Bargaining Agreement between
VNS Home Care and United Federation of Teachers

Dear Ms. Swaim:

This letter is delivered to you with the February 1, 1993 through February 28, 1995 Collective Bargaining Agreement between VNS Home Care ("VNS") and the United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO ("Union"), and is to be incorporated as a part thereof.

Separate Paychecks for Per Visit Compensation

Effective July 1, 1993, Employees who are classified as Regular Full-Time, Regular Part-Time and Other Part-Time may elect to receive a separate paycheck for per visit compensation. Employees may only elect such payment once each year, effective at the commencement of the calendar year, except that elections may be made effective July 1, 1993 in the first year of this Agreement. Unless otherwise notified, elections will be continued from year to year. Such elections cannot be revoked until the commencement of the next calendar year - i.e., effective upon the commencement of the next calendar year. Election and revocation notices must be submitted in writing to the Payroll Department by June 1, 1993 or December 1, as applicable.

Upon hire, new employees may elect such payment for the current calendar year.

Health Benefits

If Congress enacts legislation that requires a fundamental restructuring of the way medical benefits are insured or provided, the parties will meet to discuss what changes, if any, would be appropriate in the Benefit Fund, with any changes, other than changes required by law, requiring agreement of both parties.

Current Per Diem Employees in Hospice Program

Current Hospice Per Diem Nurses have the option to convert to Other Part-Time and receive an hourly rate based on the new base rate and applicable experience and education differentials on a pro-rated basis.

Sincerely,

Denise M. Davin
Vice President for Human
Resources and Labor
Counsel

ACCEPTED AND AGREED TO:

VNS HOME CARE

UNITED FEDERATION OF TEACHERS

By: Carol Raphael
Chief Executive Officer
and Administrator

By: Sandra Feldman
President

Date: April 8, 1993

Date: April 5, 1993

EXHIBIT F
1995 LETTER AGREEMENT: ON-CALL NOVA (INFUSION) NURSES

April 17, 1995

Ms. Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
260 Park Avenue South
New York, New York 10010

Re: On-Call Nova (Infusion) Nurses

Dear Ms. Swaim:

This letter reflects the agreement that was reached on June 24, 1993, between Visiting Nurse Service of New York Home Care and the Federation of Nurses/UFT, Local 2, American Federation of Teachers, AFL-CIO, other than those provisions that have been incorporated into Articles 6.8, 14.5.3 and 14.6(b) of the 1995-1997 Collective Bargaining Agreement between the parties.

On-Call Nova (Infusion) Nurses will not be required to make day/early evening visits scheduled to be made by the Nova (Infusion) Nurse working that day, and will not be required to make visits other than Nova (Infusion) visits.

On-Call Nova (Infusion) Nurse applicants who are selected shall be required to take and successfully pass the Nova (Infusion) Staff Nurse and Pediatrics courses.

Very truly yours,

Denise M. Davin
Vice President for
Human Resources
and Labor Counsel

ACCEPTED AND AGREED TO
BY FEDERATION of NURSES/UFT

Lucille Swaim
Coordinator of Negotiations

EXHIBIT G
1997 MEMORANDUM OF AGREEMENT: PENSIONS

During the negotiations for the 1997-1999 agreement covering Registered Nurses at VNSNY Home Care, the parties agreed that the present Pension Plan will be amended as follows:

During the term of this Agreement, the Employer shall maintain in effect the current level of pension benefits (as amended by the 1985 - 1987 Memorandum of Agreement attached hereto as Exhibit B and made a part hereof) to the extent currently provided by the Employer, for the Regular Full-Time and Regular Part-Time Employees who were actively employed on February 28, 1997, and continue to be actively employed after February 28, 1997, in one of the salaried job classifications listed in the salary chart in Section 6.1 of this Agreement (including such an Employee who is on authorized leave of absence on February 28, 1997, who returns to work with the Employer in one of such salaried job classifications, immediately following the expiration of such leave).

Except as otherwise required by ERISA, the current pension plan shall be amended with regard to all other Employees who are employed as, or become, Regular Full-Time and Regular Part-Time Employees on or after March 1, 1997, as follows:

New Benefit Formula:	1.5% x Average Final Compensation x years of Credited Service as a Regular Full-Time and Regular Part-Time Employee for the first 15 years of such service and 1.7% x Average Final Compensation x years of Credited Service in excess of such 15 years.
New Normal Retirement Age:	Age 65
New Eligibility for Unreduced Pension:	Age 62 and 25 years of Credited Service
New Early Retirement Reduction:	1/3% per month to age 62
COLA:	1/2% per month to age 55
	None

VNSNY HOME CARE

UNITED FEDERATION OF TEACHERS

By: Denise M. Davin
Vice President for
Human Resources
and Labor Counsel

By: Sandra Feldman
President

Date: March 1, 1997

EXHIBIT H
1999 LETTER OF AGREEMENT:
GUARD-DESIGNATED AREAS

January 31, 1999

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
260 Park Avenue South
New York, New York 10010

Re: 1999-2000 Collective Bargaining Agreement between VNS
Home Care and United Federation of Teachers

Dear Ms. Swaim:

This letter is to confirm that within a reasonable period of time of execution of this Agreement, the Pen Based Computer caseload screen will identify Guard Designated Areas.

Very truly yours,

Denise M. Davin
Vice President for Human
Resources and Labor
Counsel

ACCEPTED AND AGREED TO:

UNITED FEDERATION OF TEACHERS

By: Lucille Swaim

Date: April 26, 1999

**EXHIBIT I
COPE DEDUCTION AUTHORIZATION
EMPLOYER COPY**

Print Clearly or Type

AUTHORIZATION FOR VOLUNTARY DEDUCTION

UFT COPE COMMITTEE, P.O. BOX 1005, New York, NY 10274-1005

\$2.00 AMOUNT PER MONTH

SOCIAL SECURITY NUMBER

LAST NAME	FIRST	INITIAL	
Home Address			
STREET AND NO.	CITY	STATE	ZIP

I hereby authorize regular deductions from my earnings in the amount specified hereon as a voluntary contribution to be paid to the treasurer of the UFT COPE Committee, to be used in accordance with the Bylaws of the Said Committee and applicable law for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of employment, and that I may revoke this authorization at any time by giving written notice to the treasurer of the UFT COPE Committee and/or my payroll office, such revocation being effected when accepted into the employer's payroll system. This authorization supercedes all previous authorization.

A Contributions or gifts to Vote/COPE are not deductible as charitable contributions for federal income tax purposes

SIGNATURE DATE

RN REPRESENTATIVE DATE EMPLOYER BOROUGH

A copy of the UFT COPE Committee Report is filed with New York State Board of Elections and is available from the Board, Empire State Plaza, Albany, NY 12223

EXHIBIT J
2001 LETTER AGREEMENT
ESCORT DESIGNATIONS

January 31, 2001

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
260 Park Avenue South
New York, New York 10010

Re: 2001-2002 Collective Bargaining Agreement between
VNSNY Home Care and United Federation of Teachers

Dear Ms. Swaim:

This letter will confirm that within six months of the time of execution of this Agreement, the Pen Based Computer will provide access to a list of escort areas by street and building number. Prior to the termination of this Agreement, the Pen Based Computer caseload screen will identify Escort Designated Destinations.

Very truly yours,

Denise M. Davin
Vice President for Human
Resources and Labor Counsel

ACCEPTED AND AGREED TO:

UNITED FEDERATION OF TEACHERS

By: Lucille Swaim
Coordinator of Negotiations

Date: August 30, 2001

**EXHIBIT K
2003 LETTER AGREEMENT**

January 22, 2003

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
260 Park Avenue South
New York, NY 10010

RE: 2003-2005 Collective Bargaining Agreement between VNS Home Care
and United Federation of Teachers

Dear Ms. Swaim:

This letter is to confirm VNS's intentions as stated during the recent collective bargaining negotiations regarding the following items:

- (1) It is the intention of VNS to provide all RN Coordinators of Care (CoCs) and Nurse Consultants (NCs) in the bargaining unit with operating cellular phones to be used for making and receiving work-related calls.
- (2) It is the intention of VNS to provide stands and keyboards for their pen-based computers in connection with implementation of the new visit documentation system.
- (3) VNS CHOICE is developing a coordination of care pilot program for members who are hospitalized, or who are admitted on a temporary basis to a nursing facility, in a region other than where the member resides. The pilot will be initially implemented for members who do not reside in Manhattan, but are hospitalized in Presbyterian Hospital or the Allen Pavilion. In this pilot, which we expect will be implemented in March, 2003, the assigned NC will coordinate care management with the Manhattan-based NC who will be visiting the member in the hospital or nursing facility.

Very truly yours,

Denise M. Davin
Vice President for Human
Resources and Labor Counsel

EXHIBIT L
2003 LETTER AGREEMENT
WEEKEND SUBJECT TO CALL SCHEDULING QUEENS MCH/PEDS

January 27, 2003

Lucille Swaim
Coordinator of Negotiations
United Federation of Teachers
260 Park Avenue South
New York, NY 10010

RE: 2003-2005 Collective Bargaining Agreement between VNS Home Care
and United Federation of Teachers

Dear Ms. Swaim:

During our negotiations for a successor collective bargaining agreement, we discussed the weekend subject-to-call scheduling situation in Queens MCH/Peds, and the need to address the level of such scheduling.

After investigating the situation, we advised the Union that one Staff Nurse has been hired to work two (2) weekends per month. We will also be seeking one (1) or two (2) additional weekend Per Diem Nurses, or other appropriate methods to address this issue. We anticipate being able to ameliorate this situation by the time weekend schedules are posted for May, 2003.

Very truly yours,

Denise M. Davin
Vice President for
Human Resources
and Labor Counsel

EXHIBIT M
2005 LETTER AGREEMENT

January 31, 2005

Lucille Swaim
Federation of Nurses/UFT
52 Broadway
New York, NY 10004

Dear Ms. Swaim:

This letter is intended to document the discussions we had at our recent collective bargaining negotiations, and the steps that will be taken in connection with these issues:

1. VNS provides Escorts or Escort/Translators, as appropriate, for Registered Nurses working in designated Escort Areas, or where Escort/Translators are required for proper patient care, as long as there is appropriate preplanning and notification by the Registered Nurse of his/her planned schedule. Since the Union cited instances in which they believe that Escorts with appropriate language skills had not been readily available, Nursing Management has met with Controllers to insure that they track any problems which occur with regard to the assignment of Escort/Translators to identify any pattern of assignment problems or difficulties that can be avoided by appropriate adjustments to avoid such problems in the future.

As always, we welcome input from the Nurses regarding assignment problems or suggestions that can form the basis for improving the assignment system going forward.

2. In connection with our discussion regarding lost earnings by Per Diem RNs due to computer problems, VNS will be reinforcing with its managers the importance of a consistent application of its discretionary policy of providing offsetting compensation to Per Diems who lose earnings because of unavoidable computer breakdowns beyond their control that require them to unnecessarily be in the office for an unreasonable period of time to have the problem corrected. We will continue to monitor compliance with this policy, and we encourage input from the Union during the period of our new Agreement concerning any problems encountered by Per Diem RNs in this regard.

Sincerely,

Denise M. Davin
Vice President for Human
Resources and Labor
Counsel

**EXHIBIT N
POSTING VACANCIES**

January 31, 2007

Lucille Swaim
Federation of Nurses/UFT
52 Broadway
New York, N.Y. 10004

Dear Ms. Swaim:

This letter is to document discussions had in connection with our recent negotiations, with regard to posting of Agency position vacancies, and health area openings posted within each region/program.

As a result of those discussions, I am enclosing a list of Posting and KIOSK locations that display Job Vacancy Postings that are now in effect, and a newly-developed list of locations in each region/program where Health Area Openings will be posted.

Sincerely,

Denise Davin
Vice President for
Human Resources
and Labor Counsel

HUMAN RESOURCES JOB POSTINGS (ALL POSITIONS/ALL PROGRAMS)

Office	Posting Location	Notes
Brooklyn Regional Office	Bulletin Board @ reception area	Bulletin board has a sign that indicates that job posting in a binder located at front desk
Avenue V CHOICE	Bulletin Board outside lunchroom	Job Postings are located by manager's office near the Union table/bulletin board
Nostrand Ave.	Bulletin Board in	

CHOICE	CHOICE office	
241 37 th Street 6 th Floor Brooklyn, NY 11232 Floor 6	Cafeteria - Binder	
Queens Regional Office	Bulletin Board outside RN's office	
	Bulletin Board outside Membership Coordinators office in CHOICE area	
Rockaway Satellite Office	Located on shelf in main room	
Bronx Regional Office	1 st floor – Bulletin Board @ Pers. Coord. area	Bulletin board on 1 st and 2 nd floor have a sign that indicates that job postings in a binder at the reception area
	2 nd floor, next to lunchroom	Bulletin board on 1 st and 2 nd floor have a sign that indicates that job postings in a binder at the reception area
	3 rd floor display cabinet @ Long Term entry	
	Bulletin Board outside Manager's Office	
Manhattan 1250	2 nd floor – locked case near mail room	
	3 rd floor – locked case inside lunchroom	
	7 th floor - HR	
	Bulletin Board on 21 st floor	Bulletin board has a sign that indicates that job postings in a binder at the reception area
S.I. Regional Office	Bulletin Board @ reception area	

Nassau Regional Office	Bulletin Board @ entrance	
107 E. 70 th Street	Kitchen	

**HUMAN RESOURCES JOB POSTINGS
(ALL POSTINGS/ALL PROGRAMS)
KIOSK LOCATIONS**

Brooklyn Regional Office	1 st floor @ volunteer area (across from training room)
Queens Regional Office	1 st floor (open space across from mail area)
Bronx Regional Office	3 rd floor HR office (next to kitchen)
Manhattan 1250	2 nd floor in corner near nurses station
	6 th floor HR reception area
	7 th floor in front of conference rooms
	21 st floor in reception area

REGION/PROGRAM HEALTH AREA POSTINGS

Region	Program	Address	Positing Location
Brooklyn	Acute Care	McDonald Avenue	Bulletin Board on 2 nd floor
	Congregate Care	McDonald Avenue	Bulletin Board on 1 st floor outside PSM's office
	LTHHCP	McDonald Avenue	Bulletin Board – Next to Nurses' Schedule
	MNP	McDonald Avenue	Outside PSM office
	CHOICE	Avenue V	Bulletin Board in hallway near kitchen and bathroom
	CHOICE	Nostrand Ave.	Bulletin Board near entrance to office
	Hospice	McDonald Avenue	TBD
Queens	Acute Care	Bulova Center	Bulletin Board outside RA's office
	Congregate	Bulova Center	Bulletin Board between

	Care		PSMs' office
	LTHHCP	Bulova Center	In area with Nurses' work stations
	MNP	Bulova Center	Outside PSM office
	CHOICE	Bulova Center	Bulletin Board in CHOICE area next to Membership Coordinator's office
	Hospice	Bulova Center	TBD
Bronx	Acute Care	1200 Waters Place	Bulletin Board on 1 st floor across from conference room 1A
	Congregate Care	1200 Waters Place	Bulletin Board on 2 nd floor near lunchroom
	LTHHCP	1200 Waters Place	Bulletin Board – Next to Nurses' Schedule
	MNP	1200 Waters Place	Outside PSM office
	CHOICE	1200 Waters Place	Main Bulletin Board in CHOICE area
	Hospice	1200 Waters Place	TBD
Manhattan	Acute Care	1250 Broadway	Bulletin Board across from Supply Room
	Congregate Care	1250 Broadway	Bulletin Board at "Nurses' station" on 6 th floor
	LTHHCP	1250 Broadway	Bulletin Board on 5 th floor in Lombardi area (near entrance)
	MNP	1250 Broadway	Outside PSM office
	CHOICE	1250 Broadway	Bulletin Board in front of office
	Hospice	1250 Broadway	TBD
Staten Island	Acute Care	1150 South Avenue	Bulletin Board across from Bag Room & on PSM's door
Nassau	Acute Care	375 N. Broadway, Jericho	Bulletin Board on 104 side of office

**EXHIBIT O
NYSUT BENEFITS PAYROLL DEDUCTION**

Last Name	First Name	M.	Social Security No.	
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Street Address	City	State	Zip	Home Telephone No.
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The amount of deduction will be determined by the NYSUT Benefit Trust based on the programs chosen.

To the Employer:
I hereby authorize you to deduct from each of my salary checks the deduction necessary for the purpose of the NYSUT Benefit Trust. I understand that this authorization may be revoked at any time by written notice to you.

Signature of Employee _____ Date _____

NEW YORK STATE UNITED TEACHERS BENEFIT TRUST
800 Troy-Schenectady Road
Latham, NY 12110-2455

**EXHIBIT P
COMPUTER PROBLEM COMPENSATION**

January 31, 2007

Lucille Swaim
Federation of Nurses/UFT
52 Broadway
New York, N.Y. 10004

Dear Ms. Swaim:

This letter will confirm this settlement of all grievances related to the offsetting compensation for the computer problems experienced by Per Diem Employees

Any otherwise eligible Per Diem Employee who can demonstrate the occurrence of multiple day computer problems as defined in the new Article 2.1.5f within any 15 calendar day period during the period of January 1, 2005 to January 31, 2007, will have their pay for such occurrences adjusted based on the higher rate in Article 2.1.5d, starting with the second such occurrence.

Very truly yours,

Denise Davin
Vice President for Human Resources
and Labor Counsel

Accepted and Agreed To:

United Federation of Teachers

By: Lucille Swaim
Coordinator of Negotiations
Date: January 31, 2007

**EXHIBIT Q
TELEWORK**

January 27, 2010

Adam S. Ross, Esq.
Special Counsel
Federation of Nurses/UFT
52 Broadway, 14th Floor
New York, N.Y. 10004

Dear Mr. Ross:

The attached Telework Policy is being provided at the request of the Union during the negotiation of the 2010 collective bargaining agreement. It is the same policy previously provided to the Union.

Very truly yours,

Denise Davin
Vice President for Human Resources
and Labor Counsel

TELEWORK

Policy Number: X.0107

Effective Date: December 2007

Supersedes Policy Dated: NEW

Date of Last Review: November 2009

Employee Group: All Employees

POLICY

Telework allows for a job that is typically performed in a VNSNY office to be performed away from the usual office setting with the assistance of information technology. VNSNY supports the use of telework when practical and necessary to meet operational needs.

Telework effectively addresses the need to:

Establish jobs that are performed at locations other than VNSNY offices;

Quickly expand available workspace when increasing staffing;

Recruit and retain staff who live a long distance from VNSNY offices;

Offer flexible/innovative work arrangements that enhance work/life balance; and

Increase VNSNY's ability to continue to deliver services in case of an emergency.

The implementation of telework for any position or unit is at the discretion of the program/department head, based on operational needs and operational feasibility; telework may not be suitable or feasible for every program/department or position. VNSNY retains the right to change or eliminate telework positions at any time.

This policy is not intended to alter the field-based responsibilities of staff that perform job duties at sites other than VNSNY offices. For example, this policy is not intended to apply to Staff Nurses and Per Diem Nurses documenting and coordinating care from home or another location.

Employees selected for telework are also assigned to a VNSNY office location and will be required to report to that or another VNSNY location for on-site work assignments that may be required, including, but not limited to training programs and meetings, or to meet operational needs.

This policy applies to employees of Visiting Nurse Service of New York and its subsidiary and affiliate corporations, as described on the Employee Relations page of the VNSNY Intranet.

PROCEDURE

1. Selecting Teleworkers

To be eligible to telework, an Employee must have a satisfactory work record that indicates performance that meets or exceeds expectations, and work performance that indicates the employee is likely to succeed as a teleworker.

For example,

An Employee who has received a written warning within the prior 12 months or a written counseling within the prior 3 months is not eligible for telework.

An Employee whose documentation is not regularly submitted on a timely basis is not eligible for telework

When available, the Program/Department Head, or designee, notifies employees in writing of opportunities for telework.

If there are more employees requesting telework than available opportunities, the Program/Department Head selects the employee(s) to telework, based on the criteria outlined in this policy and applicable provisions of Collective Bargaining Agreements, as appropriate.

An Employee may be hired as a teleworker. He or she must work at the assigned VNSNY location until, in the sole discretion of his or her supervisor, he or she is fully trained to perform all assigned job duties.

An Employee interested in telework must complete a self-assessment and be interviewed by the program/department head to ensure that:

The home or other remote work setting is conducive to telework. See details under *Office Set-up, Confidentiality, Equipment and Safety* below; and

The Employee has reviewed and understands performance expectations.

The self-assessment is attached to this policy.

An Employee who teleworks is required to participate in all studies, inquiries, reports and analyses related to telework for VNSNY.

An Employee who volunteers to telework must be willing to commit to remain a teleworker for at least six (6) months.

The program/department head shall select and approve employees for telework.

This policy applies to employees of Visiting Nurse Service of New York and its subsidiary and affiliate corporations, as described on the Employee Relations page of the VNSNY Intranet.

If a vacancy is available solely as a telework opportunity, the position is posted and designated as “telework”, in accordance with VNSNY policies and applicable provisions of the Collective Bargaining Agreements, as appropriate.

2. Monitoring Work Performance

An Employee is expected to work a regularly assigned workday, e.g., 8:30 am to 4:30 pm, with meal and rest periods. Changes to these hours must be approved by the Employee’s supervisor in advance, but no later than the beginning of the workday.

Workweek schedules are used to establish work days, hours and meal and rest periods for Telework (see “Hours of Work” policy x.0103).

If the employee does not work all days and hours of his/her workweek as telework, the manager establishes a schedule that outlines which days and hours are telework and which are to be worked at an office site or are field-based.

The employee and manager must develop an agreed-upon process to communicate during the workday, including the start and end of each work shift.

Satisfactory performance will be monitored in the same manner as employees who have the same function and work on-site in the VNSNY office, e.g., performance issues will be handled as detailed in appropriate agency policies. However, an employee who teleworks may be re-assigned to work at the VNSNY office, if in the determination of the manager, he or she is not meeting performance expectations, or the manager believes that the telework process is not meeting the operational needs of the program/department or VNSNY.

The employee must be available to his or her supervisor, either by telephone or e-mail, during hours of the workday, excluding scheduled rest and meal periods, while teleworking.

If the employee’s ability to telework is impaired by equipment issues, the employee may be assigned other work and/or assigned to work at another VNSNY location until the problem is resolved, or for a period of time, as determined by the manager.

3. Office Set-up, Confidentiality, Equipment and Safety

The Employee must have a reasonably private and safe area in which to work undisturbed by others, including other household members.

There must be a care provider other than the employee for children under 13, children with special needs, elderly or disabled adults, or others who require care.

This policy applies to employees of Visiting Nurse Service of New York and its subsidiary and affiliate corporations, as described on the Employee Relations page of the VNSNY Intranet.

The Employee must at all times safeguard VNSNY information in accordance with VNSNY policies, in particular VNSNY policies regarding the confidentiality of patient information. The employee must ensure that he or she takes all steps necessary to safeguard the privacy of this information, and that he or she is compliant with the Health Insurance Portability and Accountability Act (HIPAA).

See “Unauthorized Use and Disclosure of Protected Health Information and Violation of A Patient’s Privacy Rights” policy x.0810.1

The Employee is responsible for ensuring that all VNSNY information is saved and maintained in a manner consistent with its level of confidentiality.

See “Confidentiality, Non-Disclosure and Non-Solicitation” policy x.0822

The Employee’s remote workspace must be maintained in a safe condition, free from hazards and other dangers to the employee.

Since this workspace is considered a work site, VNSNY’s worker’s compensation liability for job related accidents continues to exist during the employee’s telework work hours.

The employee remains liable for injuries to third persons and/or members of the employee’s family on the employee’s premises, including the designated workspace.

VNSNY supplies the equipment necessary for the employee to do his or her job efficiently. The Employee may be required to supply a high-speed internet connection, installed and maintained at his or her own expense and/or a telephone line, installed and maintained at the employee’s own expense.

Employees assigned VNSNY pen-based tablets, VNSNY cellular telephones and related equipment are expected to utilize that equipment while teleworking; additional equipment may only be supplied under special circumstances authorized by the program/department Vice President.

Note: Internet connections using a wireless home network is not supported.

VNSNY provides repairs and/or support for VNSNY-supplied equipment and software, however, in-home support is not available. Support is provided by phone or at VNSNY office locations. VNSNY does not provide support for any personal equipment the Employee may choose to use.

The use of equipment, software, data, supplies and other items provided by VNSNY for use at the remote location, is limited to the employee's use for business purposes.

This policy applies to employees of Visiting Nurse Service of New York and its subsidiary and affiliate corporations, as described on the Employee Relations page of the VNSNY Intranet.

Use by the Employee for non-business purposes, except for use as authorized by other VNSNY policies, and use by others, including members of the employee's household, is prohibited.

All equipment, software, or other items provided by VNSNY, remain the property of VNSNY and must be returned to VNSNY in good condition upon separation from employment or at the end of the Employee's telework assignment.

See "Electronic Communications" policy x.0806.1

See "Use of the Internet" policy x.0806.2

See "Issuance and Maintenance of Laptop and Convertible Computers" policy x.0813

See "Issuance, Maintenance, Replacement and Repair of VNSNY Pen Tablet Computers and Related Equipment" policy x.0821

See "Issuance and Maintenance of Wireless Cards" policy x.0813.1

With reasonable notice to the Employee, VNSNY or its designee, may make on-site visits to the telework address to determine the initial suitability of the site as a work site, determine that the work site is safe and free from hazards, ensure compliance with VNSNY policies, and to set-up, maintain, repair, inspect or retrieve VNSNY owned equipment, software, data and supplies.

If the employee also works some days or hours at an office site, the manager ensures available workspace for the employee to use at those times.

The workspace may be a shared space, and may not be available to the employee at other times when he/she is not scheduled to be at the office site.

4. Reporting to VNSNY Office

An Employee who teleworks is expected to schedule and coordinate in-person meetings, patient visits and other activities and responsibilities with his or her supervisor, as needed or assigned.

Teleworkers are required to participate in meetings, trainings and other on-site events that the supervisor identifies as necessary or beneficial to VNSNY.

5. Completing Field-Based Responsibilities

Teleworkers are expected to manage their time in such a way as to ensure the timely completion of all responsibilities, including responsibilities that are performed at sites other than the telework site, e.g., visits to patients in their homes, meetings with VNSNY customers. This policy applies to employees of Visiting Nurse Service of New York and its subsidiary and affiliate corporations, as described on the Employee Relations page of the VNSNY Intranet.

If an unanticipated, emergent field-based need arises, the teleworker is responsible for communicating the need with his/her manager in a timely manner and together making a determination if it is feasible for the employee to attend to the need.

If it is determined that the employee cannot attend to the need, the manager will assist the employee in facilitating appropriate coverage. The employee is expected to provide all necessary information and support required by the covering employee.

6. Job Description and Benefits

The duties, obligations and responsibilities of the employee remain consistent with his/her job description. The employee's salary, benefits and other terms and conditions of employment, other than work location, are unaffected by his/her teleworker status.

Teleworkers are required to provide their supervisors with written timesheets on a weekly basis and must follow all applicable procedures relating to the request and approval of overtime.

Requests to work overtime, use sick leave, personal, vacation or other leave must be approved by the employee's supervisor in the same manner as when working on-site in the VNSNY office. In addition to all applicable procedures for requesting overtime, teleworkers must ensure that overtime is approved in advance in writing by their supervisor.

See "Overtime and Other Compensation for Hours Worked Beyond the Regular Workday/Workweek" policy x.0301

See "Vacation Time" policy x.0402

See "Sick Time" policy x.0404

See "Personal Time" policy x.0403

See "Procedure of Request and Approval of Leave" policy x.0501.1 This policy applies to employees of Visiting Nurse Service of New York and its subsidiary and affiliate corporations, as described on the Employee Relations page of the VNSNY Intranet.

TELEWORK SELF-ASSESSMENT

Employee Name:

Job Title:

Program/Department/Region:

Supervisor:

Date:

1. What was your performance rating on your past two (2) performance appraisals? A rating of "Meets Expectations" is required to be eligible for telework.
2. What were your areas for development, as noted by you and by your supervisor?
3. How were you rated by your supervisor in competencies/responsibilities related to meeting deadlines, timeliness, accountability, flexibility, communication, planning and problem-solving?
4. Have you received a written warning in the last 12 months, a written counseling in the last three months?
(If so, you are not eligible for telework.)
5. Please describe your proposed remote work site:
(Include information such as location, safety, privacy, suitability for equipment)
6. Do you have a high-speed internet connection?
What type of connection is it?

This policy applies to employees of Visiting Nurse Service of New York and its subsidiary and affiliate corporations, as described on the Employee Relations page of the VNSNY Intranet.

7. Do you have a telephone line that can be dedicated to business use during work hours? (This may not be required for all positions)

8. Are you willing to allow VNSNY or its designee to make on-site visits, with reasonable notice, to assess your work site, ensure compliance with VNSNY policies, or set-up, maintain, repair, inspect or retrieve VNSNY equipment, software, data or supplies?

9. Do you have children under the age of 13, children with special needs, elderly or disabled adults or others who require care in the home during working hours? If yes, do you have a care provider in the home, other than yourself, during working hours?

I certify that the above answers are true and accurate. I agree to advise my supervisor immediately if any of the above information changes, and I understand that those changes may warrant a re-assessment of my eligibility to telework.

Employee Signature Date

Submit this form to your supervisor to request telework.