

## **Preamble**

AGREEMENT between Visiting Nurse Service of New York Home Care, 107 East 70th Street, New York, New York 10021 (herein called "Employer" or "VNSNY Home Care") and Federation of Nurses/UFT, FNHP/AFT, AFL-CIO, 50 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-22325 to wit:

**Unit: Included:** All full-time and regular part-time licensed practical nurses employed by the Employer at and out of its facility located at 107 East 70<sup>th</sup> Street, New York, New York.

**Excluded:** All other employees including managerial employees, confidential employees, and guards, professional employees and supervisors as defined by the Act.

## **Article Two Licensed Practical Nurse Status**

**2.1 Categories.** The Licensed Practical Nurses covered by this Agreement ("Employees" or "LPNs") 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 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 covered only by Article One (Agreement Scope), 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 Sections 6.7, 7.2, 7.4, 7.9, 7.10, 10.5, and 11.5.

**2.2 Appointment to Position.** A new Employee shall be advised in writing of his/her initial salary and work schedule.

**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 LPN, 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 Employee during or at the end of such period means the Employee 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 an Employee for just cause. The Employer will notify the Union in writing when an Employee not covered by Section 2.3 is discharged.

### **Article Three Union Status**

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

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

**3.3 Union Membership.** It shall be a condition of employment that every Employee 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 Employee 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 Employee within five (5) days after the Employee's employment.

Whenever the Union shall charge that any Employee 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.** An Employee 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 an Employee the Employer will, pursuant to such authorization, deduct from the wages due the Employee 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 Employee's first thirty (30) days of employment but will include the first month of employment if authorized by the Employee. 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 C, 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 Employees 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 Union Officer Work Schedule.** The work schedule of Employees 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.

## **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. 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 as a Regular Full-Time and Regular Part Time Employee, and, effective with leaves after the effective date of this Agreement, 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 with leave after the effective date of this Agreement, 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 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 Normal Workday.** For the purposes 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 for Employees working a five-day workweek, nine and one quarter (9.25) work hours for Employees working a four-day workweek, and twelve (12) work hours for two days and twelve and one-quarter (12.25) work hours for one day for Employees working a three-day workweek, excluding any scheduled meal period.

**5.2 Normal Workweek.** For the purposes 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 for Employees working a five-day workweek, thirty-seven (37) hours for Employees working a four-day workweek, and thirty-six and one-quarter (36.25) hours

for Employees working a three-day workweek. The workweek begins 12:01 a.m. Saturday and ends at 12:00 midnight the following Friday.

**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 LPN are within the discretion of the Regional Administrator or Department Head, as applicable, or designee.

**5.4 Rest Period.** An Employee working a seven and one quarter (7.25) hour workday, five day work schedule who works a full shift shall be entitled to two (2) rest periods of fifteen (15) minutes each 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 working a nine and one quarter (9.25) hour workday, four day work schedule who works a full shift shall be entitled to two (2) rest periods of eighteen (18) minutes each 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 for Employees working five-day workweek, one (1) eighteen (18) minute rest period for Employees working four-day workweek, 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.

**5.4.1 Rest Period (Three Day Week).** An Employee working a twelve (12) or twelve and one-quarter (12.25) hour workday, three day work schedule who works a full shift shall be entitled to one (1) forty-five (45) minute break period in each workday in addition to the contracted forty-five (45) minute meal period in Article 5.3, with one of these breaks scheduled flexibly in the middle of the first six (6) hours of the workday and one flexibly in the middle of the second six (6) hours of the workday, as long as that is not inconsistent with effective and efficient patient care.

An Employee who works at least a full half day shall be entitled to one (1) such forty-five (45) minute break period 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.

## **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 6.11. 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.

**5.5.2 Different Starting and Ending Times.** If VNSNY Home Care determines that patient care or operational needs require Employees in any Region/Program to regularly work a work schedule with different starting and ending times, VNSNY Home Care initially shall invite Employees 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 Employees volunteer and are selected, VNSNY Home Care shall select Employees within the Region/Program to work those days or hours in reverse order of their seniority, provided that these Employees 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 an Employee to work pre-scheduled overtime, Employees 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, Employees will be assigned in reverse seniority order. Employees 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 among Employees on an equitable basis subject to operational requirements. An Employee will report to work on time, ready, willing and able to work.

**5.7 Cashing Checks.** Employees shall be afforded fifteen (15) minutes during which to cash paychecks.

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

**5.9 Emergency Plans.** Employees 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.



**Article Six  
Salaries and Other Compensation**

**6.1 Staff LPN Rates.**

**6.1.1 Regular Full-Time Employees.** The minimum annualized Compensation Rate for Regular Full-Time Employees is

<u>Effective Date</u>	<u>Amount Per Annum</u>
January 1, 2008	\$42,000.00
January 1, 2009	\$43,260.00
January 1, 2010	\$44,557.80

**6.1.2 Regular Part-Time Employees.** 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 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.

**6.1.3 Incumbent Employee Increase.** Each Employee in the active employ of the Employer on the following effective dates and covered by this Agreement (including Employees 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 Compensation Rate as indicated in the following table:

<u>Effective Date</u>	<u>Increase</u>
January 1, 2008	\$2,607.42
January 1, 2009	3%
January 1, 2010	3%

If, after receiving such increase, an Employee's Incumbent Compensation Rate is not at the minimum annualized Compensation Rate as provided for under Sections 6.1.1 and 6.1.2 above, the Employee shall receive an adjustment to bring said Employee's Incumbent Compensation Rate up to said minimum annualized Compensation Rate.

**6.2 Experience Differential.** Regular Full-time Staff LPNs with at least five (5) full years of comparable and continuous full-time LPN experience (internal and external) shall receive an additional one thousand dollars (\$1,000.00) per year.

**6.3 Per Diem Rates.**

**6.3.1 Per Visit Pay Rates.** A Per Diem Employee, when compensated on a per visit basis by the Employer, is paid:

<u>Effective Date</u>	<u>Per Weekday Visit</u>	<u>Per Weekend Visit made on Saturdays, Sundays or Holidays as defined in Section 8.1</u>
January 1, 2008	\$34.99	\$37.33
January 1, 2009	\$36.04	\$38.45

January 1, 2010

\$37.12

\$39.60

In addition to the per visit pay rate described above, a Per Diem Employee paid on a per visit basis who makes a post-partum visit to a mother and her well baby(ies) is paid an additional thirty percent (30%) of the applicable per visit rate.

**6.3.2 Hourly Pay Rates.** A Per Diem Employee, when compensated on an hourly basis by the Employer, is paid:

<u>Effective Date</u>	<u>Hourly Rate</u>
January 1, 2008	\$23.88
January 1, 2009	\$24.59
January 1, 2010	\$25.33

#### **6.4 Overtime Work.**

**6.4.1 Employees Working Seven and One-Quarter-Hour (7.25) Workdays, Five-Day (5) Workweek Schedule.** An Employee shall be paid at one and one-half (1.5) times the Employee'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 Employee who is regularly scheduled to work five (5) days per week, seven and one-quarter (7.25) hours per day. For this Section's purposes, such an Employee's work period will be deemed to include time compensated for Holidays, Personal Days, Vacations, Sick Leave Days, Leave for Death in Family, Paternity Leave and Jury Duty Leave.

**6.4.2 Employees Working Four-Day (4) Workweek.** An Employee shall be paid at one and one-half (1.5) times the Employee'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. For this Section's purposes, such an Employee's work period will be deemed to include time compensated for Holidays, Personal Days, Vacations, Sick Leave Days, Leave for Death in Family, Paternity Leave and Jury Duty Leave.

**6.4.3 Employees Working Three Day (3) Workweek.** An Employee shall be paid at one and one-half (1.5) times the Employee's regular compensation rate for authorized time worked in excess of thirty-six and one quarter (36.25) hours per week, or for authorized time worked in excess of twelve (12) hours per day for two days and twelve and one quarter (12.25) hours per day for the third day. For this Section's purposes, such an Employee's work period will be deemed to include time compensated for Holidays, Personal Days, Vacations, Sick Leave Days, Leave for Death in Family, Paternity Leave and Jury Duty Leave.

**6.5 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.

**6.5.1 Hospice Evening Shift Call-In and Subject-to-Call.** A Hospice LPN Employee assigned to be subject-to-call on a Friday, Saturday, Sunday or holiday evening shift prior to 8:45 p.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 Friday, Saturday, Sunday or holiday shall receive time and one-half (1.5) (straight time in case of a Regular Part-time Employee) 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.

There will be no pyramiding of pay under this Section.

**6.6 Compensatory Time Off.** Except with mutual consent of the Employer and the LPN concerned, the Employer will not require an LPN to take compensatory time off (on an hour for hour basis) in lieu of premium compensation.

**6.7 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.

**6.8 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 Employees compensated by the Employer on a per visit basis, who regularly make twenty-eight visits (28) per week shall be provided with five (5) tops of their choice and one (1) sweater or vest from the VNS Collection. Thereafter, such Per Diem 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 such a Per Diem Employee. On the first anniversary of beginning employment with VNS, Per Diem Employees who make less than twenty-eight (28) visits per week, shall be provided with two (2) tops of their choice and one (1) sweater or vest from the VNS Collection. Thereafter, such Per Diem Employees 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 such a Per Diem Employee. On the first anniversary of beginning

employment with VNS, Per Diem Employees compensated by the Employer on an hourly basis, who regularly work twenty-nine (29) hours per week, shall be provided with five (5) tops of their choice and one (1) sweater or vest from the VNS Collection. Thereafter, such Per Diem 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 such a Per Diem Employee. On the first anniversary of beginning employment with VNS, Per Diem Employees who work less than twenty-nine (29) hours per week, shall be provided with two (2) tops of their choice and one (1) sweater or vest from the VNS Collection. Thereafter, such Per Diem Employees 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 such a Per Diem Employee.

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), Seventy-five dollars (\$75.00) of the annual uniform allowance is payable on the Employee's eighteen (18) month Anniversary Date and, thereafter, one-half (½) of the annual amount is payable every six (6) months.

**6.9 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.

**6.10 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 an Employee for all reasonable parking expenses and tolls incurred in the field while visiting patients. It is a general rule that an Employee 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 Employee, 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 Employee involved.

**6.11 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.

**6.12 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.

**6.13 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 LPN.

**6.14 Equipment Loss or Theft.** Each Employee 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 Employee 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 their 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 Employee 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 Employee had no control. An Employee 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.

**6.15 Pay Period.** The frequency of payments shall continue on a biweekly basis as heretofore.

**6.16 Evening/Night Differential.** An Employee 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 an Employee 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 Employees 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 four day (4) workweek, nine and one-quarter hour (9.25) workday schedule.

**6.17 Pay for Orientation, In-service, and Required Meetings.** 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 eighteen dollars and seventy-three cents (\$18.73) effective January 1, 2008, which amount shall increase to nineteen dollars and twenty-nine cents (\$19.29) on January 1, 2009, and to nineteen dollars and eighty-seven cents (\$19.87) on January 1, 2010, for each hour of LPN 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 (36.25 hours for Per Diem Employees compensated on an hourly basis) after date of hire as a Per Diem Employee. The Union may designate one (1) Registered Nurse or LPN (and one (1) alternate Registered Nurse or LPN) to give a presentation for up to one-half hour at the first Orientation class of new Per Diem Employees.

A Per Diem Employee shall be compensated at a rate of eighteen dollars and seventy-three cents (\$18.73) effective January 1, 2008, which amount shall increase to nineteen dollars and twenty-nine cents (\$19.29) on January 1, 2009, and to nineteen dollars and eighty-seven cents (\$19.87) on January 1, 2010, for each hour of In-service Education that he or she is assigned to attend, and/or does attend, with the manager's approval and for each hour spent in attendance at required meetings.

## **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 composite annualized rates (or pro rata portion) for each Regular Full-Time LPN:

Effective January 1, 2008.....\$11,106.96

which amount will be increased, effective January 1, 2009, and subsequently effective January 1, 2010, by no more than necessary to cover the actual cost increase of Fund Benefits currently in effect as actuarially certified by the Fund Actuaries, as of each such date.

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

For each Regular Part-Time Employee, the Employer will contribute a pro rata share of the above-stated amounts.

The Employer will make contributions on behalf of new LPNs hired prior to the fifteenth (15<sup>th</sup>) day of a month on the first (1<sup>st</sup>) day of the following month and will make contributions on behalf of new LPNs hired on or after the fifteenth day of the month on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month.

Contributions shall be paid monthly by the Employer for Employees on a paid status, no later than the third (3<sup>rd</sup>) week following the month for which they are computed. Part-Time Employees may elect to contribute, by payroll deduction, on a pre-tax basis, the difference between the Employer's pro rata share of the individual, Employee plus one or family coverage elected and the monthly contribution payable on behalf of the Full-Time Employees 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 LPNs 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.

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 Per Diem "Plus" Program.** A Per Diem Employee compensated by the Employer on a per visit basis 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 applicable actuarially-equivalent individual, Employee plus one or family rate based on the composite annualized rate set forth in 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.

**7.3 Pension.** During the term of this Agreement, the Employer shall maintain in effect the current level of pension benefits in effect for the Licensed Practical Nurses.



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.

**7.4 Long Term Disability.** Employees may participate in the voluntary Long Term Disability Program established under the Employer/Union Agreement covering Registered Nurses funded entirely by Employee participant payroll deduction contributions.

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

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

**7.7 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.

**7.8 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, three (3) workdays for Employees working three-day (3) 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.

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

**7.10 Thrift Plan.** Employees are eligible to participate in the Thrift Plan for Employees of VNS subject to terms and conditions set forth in the Plan. Per Diem Employees participate on a non-Employer match basis.

**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:

New Year's Day (January 1)	Martin Luther King Jr.'s Birthday
President's Day	Memorial Day
Independence Day (July 4)	Labor Day
Thanksgiving Day	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.** 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) or Three-Day (3) Workweek.** 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.** 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) or Three-Day (3) Workweek 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 working five-day (5) or three-day (3) workweek schedules, shall accrue paid vacation credit at the rate of 2.789 hours (2.847 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 working five-day (5) or three-day (3) workweek schedules, after two (2) years of full-time service with the Employer, shall accrue paid vacation credit at the rate of 4.183 hours (4.270 hours for Employees working four-day (4) workweek schedules) for each two-week (2) pay period worked.

Regular Full-time Employees working five-day (5) or three-day (3) workweek schedules, after three (3) years of full-time service with the Employer, shall accrue paid vacation credit at the rate of 5.577 hours (5.692 hours for Employees working four (4) day workweek) for each two-week 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 an LPN 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. 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. An Employee 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 Employee may not bump another Employee 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 Employer to his or her Manager.

**8.3 Personal Business Days.** After six (6) months of employment, a Regular Full-Time Employee working a five-day (5) workweek schedule 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 schedule shall be entitled to a maximum of thirty-seven (37) hours, earned at a

rate of 1.424 hours per pay period; a Regular Full-Time Employee working a three-day (3) workweek schedule shall be entitled to a maximum of thirty-six and one-quarter (36.25) hours, earned at the rate of 1.395 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 for Employees working five-day (5) or three-day (3) workweeks (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 working five-day (5) or three-day (3) workweek schedule 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.

## **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 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 in the same Program 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. 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

**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 for new Employees. A policy of reduced workload 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) RN or LPN, and one (1) alternate RN or LPN to give a presentation for a half hour at the first orientation class of new Employees. A new Employee may continue to have a reduced workload 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.

**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 an Employee transferring into another program.

**11.1.5 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.

**11.2 Foreign Language Courses.** The Employer will reimburse eligible Employees for the full cost of foreign language classes to a maximum of one hundred fifty (\$150.00) dollars 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 Employee 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 an A.A.S. or B.S. in Nursing.

**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, or personal 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) Employee 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 Tuition Loan Program.** In order to supplement VNS's RN Recruitment Program, the parties agree as follows:

a. A tuition loan program to assist Per Diem LPN's to become RN employees of VNS is in effect.

b. Under the LPN Tuition Loan Program, Per Diem LPN's with one (1) year of service with VNS who either (i) as per visit Employees, meet the requirements of the Per Diem "Plus" Program, or (ii) as Per Diem hourly Employees, agree to work a minimum of 1, 000 hours per year as scheduled by the Employer; and (iii) who have a satisfactory work record, will be eligible for tuition loans subject to the limitations and conditions provided for under

the LPN Tuition Program applicable to regular full-time Employees under Article 11.3 of the parties Agreement to pursue an A.A.S. or B.S. in Nursing. There shall be a yearly maximum loan to each participating LPN of \$5,250.00. Also, while there is no overall limitation on the number of eligible Per Diem LPNs that can participate in this Tuition Loan Program at any one time, up to two eligible Per Diem LPNs may participate in the first year of the Program and two more eligible Per Diem LPNs may be added as new participants in the Program in each succeeding year thereafter. Each year the Employer will announce an open period in which eligible Per Diem LPNs may apply for a tuition loan for the upcoming year. If more than two eligible Per Diem LPNs apply during the open period, the two Employees with the earliest dates of hire will be approved for participation during the forthcoming year.

c. An amount equal to one third (1/3) of the total of tuition loans to an Employee under this Program shall be forgiven upon the Employee's completion of each year of service as a Regular Full-time RN employee of VNS, or as a Per Diem RN COC employee of VNS, with the total loan forgiven after three years of RN service.

d. A tuition loan under the Tuition Loan Program, or any remaining unforgiven portion of such loan, shall become immediately repayable, with interest at the then prime rate of interest, (i) upon termination of the Employee's employment with VNS, (ii) upon the Employee's failure to accept an RN position with VNS after completion of the A.A.S. degree program or to continue in employment as a VNS RN, as described above, until total forgiveness of the loan, provided that a period of layoff shall not be treated as a failure to continue employment, or (iii) upon such LPN's failure to meet the work requirements for continued participation in this Tuition Loan Program, as described herein, or failure to obtain such A.A.S. or B.S. degree within a reasonable period of time under the circumstances.

e. As a condition to participate in the LPN Tuition Loan Program, an Employee shall be required to execute a legally binding loan agreement and promissory note incorporating all of the foregoing requirements and conditions.

## **Article Twelve**

### **Professional Concerns**

**12.1 Job Descriptions.** Specific job descriptions for all Licensed Practical Nurse job classifications shall be maintained and shall be made conveniently available to all Licensed Practical Nurses in each Region/Program office in which Employees are employed.

**12.2 Performance Evaluation.** An Employee 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 Documentation.** It is the intention of the parties that LPNs 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.

## **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 his/her supervisor a Request For Transfer Form with regard to a posted job vacancy, will receive an Employee Copy signed by the Employee's Supervisor within ten (10) workdays.

**13.2 Promotions.** 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 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 13.3.4, below, any Employee 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 Employee 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 LPN 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 Employees request such transfer in writing, the Employer shall transfer the Employee with the greatest seniority, unless as among such Employees there is an appreciable difference in their qualifications to do the job. An LPN who transfers to a different Program hereunder shall serve a three-month probationary period in the Program (unless he/she has prior experience working in the Program) and he/she will be returned to the former Program during such period without recourse to the grievance and arbitration procedure, if he/she fails to complete probation, with whatever entitlements he/she would have had if he/she had not transferred.

**13.3.2 Involuntary Transfers.** 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 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 LPNs who have the necessary qualifications to perform the job.

An LPN who is involuntarily transferred to a different Program hereunder shall be returned to his/her former Program if she/he fails to successfully complete probation in the Program, with all the entitlements she/he would have had if she/he had not been involuntarily transferred.

**13.3.3 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.

**13.3.4 Reassignment within a Region/Program.** It is recognized that assignment and reassignment of Employees 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 Employees 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 Employees who have the necessary qualifications to perform the job.

**Article Fourteen**  
**On-Call Groups**

**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 LPNs only and for the Hospice On-Call Group by Regular and Per Diem Hospice, Adult Care and Long Term Care LPNs only.

**14.2 Selection.** Applicants shall be interviewed to determine the presence of the knowledge, skills and ability criteria set forth in the Adult Care LPN or the Hospice LPN 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.

**14.3 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 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:

**14.4.1 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 LPN's home if the LPN lives in the region in which the visit must be made or, if the LPN lives outside the region in which the visit must be made, the LPN and car/driver will meet at a designated area. Total travel time to designated area shall be no more than one-half (½) hour.
- b. Total traveling time from designated area to patient shall be no more than one-half (½) 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.

**14.4.2 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 LPN's home if the LPN lives in the region in which the visit must be made or, if the LPN lives outside the region in which the visit must be made, the LPN 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 (½) 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 Hours and Compensation.**

a. While working On-Call, the On-Call LPN 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 14.4.1 and 14.4.2.

b. As more fully set forth below, the following table sets forth the On-Call Rates for Employees in the employ of the Employer on or after January 1, 2006:

<u>On Call Rates</u>	<u>Effective Date</u>		
	<u>Jan. 1, 2008</u>	<u>Jan. 1, 2009</u>	<u>Jan. 1, 2010</u>
Shift Rate per 12 hour shift	\$40.58	\$41.79	\$43.05
<u>Weekday Per Visit Rates</u>			
Between 6:00 pm – 8:30 am	\$40.78	\$42.00	\$43.26
Between 8:30 am – 6:00 pm	\$34.99	\$36.04	\$37.12
<u>Weekend Visits made on Saturdays, Sundays, or Holidays, as defined in Section 8.1.1 of the Agreement: Per Visit Rates</u>			
Between 8:30 am – 6:00 pm	\$37.33	\$38.45	\$39.60
Between 6:00 pm – 8:30 am	\$40.78	\$42.00	\$43.26

(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.

(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 rates set forth in the table above. Neither on-call nor call-in visits shall be counted for purposes of fringe benefits or overtime under the Agreement.

c. 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.

**14.6 Scheduling.**

**14.6.1 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.

**14.6.2 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 LPN Security.** VNSNY Home Care will provide for the security of the On-Call Group LPNs by making arrangements for highly qualified trained security personnel to travel with the Nurses on On-Call visits, in accordance with Sections 14.4.1 and 14.4.2, as drivers and as security personnel to accompany the Employee into the patient's home, remain during the visit, and to return the Employee to his or her home in the region or to another mutually agreed upon designated area. The same security will be provided for LPN visits in Day Time Escort Areas during the hours of 5:00 p.m. to 9:00 p.m.

## **Article Fifteen Layoff and Recall**

### **15.1 Layoff.**

**15.1.1 Within a Region/Program.** Before any layoff within a Region/Program of any Regular Full-Time or Regular Part-Time Employees, Per Diem Employees in the Region/Program 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 Region/Program, probationary Employees in the Region/Program shall be laid off first, without regard to their individual periods of employment. Non-probationary Employees in that Region/Program 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.

In the event of a staff reduction in a Region/Program, an Employee affected by that staff reduction shall have the option of transferring to another Program in which he/she previously worked for at least three months in the Region where he or she had been employed and bumping the junior Employee with less seniority in the Region/Program before being required to transfer to the same Program in another Region.

**15.1.2 Between Regions/Programs.** 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 Employee is assigned in a different Region/Program, 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 Employee in

such a different Region/Program, provided the Employee scheduled to be laid off is currently working in or previously worked for at least three months in the Program.

**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 in Programs where they have previously worked for at least three months 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 To A Vacancy.** Whenever a vacancy occurs in the bargaining unit, then the laid off Employee with the most seniority who previously worked in the Program for at least three months will be recalled if he or she has the ability to do the work and, if not, the next senior Employee who previously worked for at least three months in the Program 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 in a Program where he/she previously worked for at least three months 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.** Employees 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 an Employee, upon request, to have a local union representative present at a disciplinary interview by management wherein a response by the Employee is required and wherein it is reasonably anticipated that disciplinary action will result to that Employee 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 reasonable 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 workforce, 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.

### **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 “LPN” 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 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 the date of execution and will remain effective through January 31, 2011, 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, 2011 by written notice from either party, delivered to the other not later than November 1, 2010 of intent to modify or terminate it and may be terminated effective 12:00 midnight any subsequent January 31<sup>st</sup> by similar notice delivered to the other party not later than the preceding November 1<sup>st</sup>. 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, 2011.

United Federation of Teachers:

Visiting Nurse Service of New York  
Home Care:

\_\_\_\_\_  
*Randi Weingarten*  
*President*

\_\_\_\_\_  
*Carol Raphael*  
*President and CEO*

*Date:*

*Date:*

**Exhibit A**  
**Payroll Deduction Authorization**

FEDERATION OF NURSES, UFT

Local 2 American Federation of Teachers, AFL-CIO  
260 Park Avenue South, New York, New York 10010 777-7500

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**  
**2002 Letter Agreement: Subpoenas**

June 10, 2002

BY HAND

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

Re: LPN Collective Bargaining Agreement between  
VNSNY Home Care and United Federation of Teachers

Dear Ms. Swaim:

This letter is to confirm that an LPN or Per Diem Nurse LPN 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 C**  
**COPE Deduction Authorization**

PAGE SHOULD BE SCANNED

**Exhibit D**  
**Cell Phones**

January 28, 2004

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

Re: 2004-2006 LPN Collective Bargaining Agreement between Visiting Nurse  
Service of New York Home Care and the Federation of Nurses/UFT, FNHP/AFT,  
AFL-CIO

Dear Ms. Swaim:

This letter is to confirm our recent discussion regarding the distribution of cell phones to licensed practical nurses (“LPNs”) employed by the Visiting Nurse Service of New York Home Care (“VNSNY”). Beginning in the month of February, 2004, we intend to provide cell phones to regular full-time LPNs and per diem plus LPNs.

Sincerely,

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



**Exhibit E**  
**Cell Phones**

January 31, 2006

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

Re: 2006-2008 LPN Collective Bargaining Agreement between Visiting Nurse  
Service of New York Home Care and the Federation of Nurses/UFT, FNHP/AFT,  
AFL-CIO

Dear Ms. Swaim:

This letter is to confirm our recent discussion regarding the distribution of cell  
phones to licensed practical nurses (“LPNs”) employed by the Visiting Nurse  
Service of New York Home Care (“VNSNY”). Cell phones are provided to regular  
full-time LPNs and per diem plus LPNs not assigned to a fixed location.

Sincerely,

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

**EXHIBIT F**  
**2006 LETTER AGREEMENT**

January 31, 2006

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

Dear Ms. Swaim:

This letter will confirm in connection with the LPN negotiations that the following actions were taken in connection with the RN negotiations and are similarly applicable to the LPNs.

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