

AGREEMENT

THE VISITING NURSE ASSOCIATION OF  
GREATER PHILADELPHIA

AND

DISTRICT 1199C, NATIONAL UNION OF  
HOSPITAL AND HEALTH CARE EMPLOYEES,  
AFSCME, AFL-CIO

July 1, 2022 – June 30, 2025

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## **AGREEMENT**

THIS AGREEMENT, made and entered into as of this 31<sup>st</sup> day of January, 2023, effective as of July 1, 2022 except as otherwise noted, by and between THE VISITING NURSE ASSOCIATION OF GREATER PHILADELPHIA, hereinafter referred to as the "Agency" or "VNA", its successors and assigns, and DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO with its offices at 1319 Locust Street, Philadelphia Pennsylvania 19107, hereinafter referred to as the "Union", acting herein on behalf of the employees of the Agency as hereinafter defined, now employed and hereafter to be employed and collectively designated as "employees".

## **PREAMBLE**

WHEREAS, the Agency recognizes the Union as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interest of the patients serviced by the Agency as well as the Agency's employees, avoid interruptions to and interference with services rendered to patients, and set forth herein their agreement covering rates of pay, hours of work, and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE 1 - RECOGNITION AND DEFINITIONS**

### **Section 1.1**

The Agency recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment for the following professional employees:

community health nurses, social workers and occupational therapists as certified by the National Labor Relations Board in Case No. 4-RC-14777;

and the following non-professional employees:

All full-time and part-time non-professional employees working more than two (2) days per week including senior billing clerks, senior patient services clerks, data entry clerks, administrative services assistant, and senior home health aides as certified by the National Labor Relations Board in Case No. 4-RC-14776; and the following technical employees:

All full-time and part-time home health aides.

## Section 1.2

Specifically excluded from and not covered by this Agreement are all supervisors, confidential, management and administrative employees, part-time employees working two (2) days or less per week, temporary employees, except as set forth in Section 1.9.

## Section 1.3

When used in this Agreement, the term “employees” refers only to those employees described in Section 1.1.

## Section 1.4

The Agency shall provide to the Union, and post at the Agency once each year, an updated seniority list for all bargaining unit employees. This list will be presented on June 1 for each contract year.

## Section 1.5

At the time a new employee subject to this Agreement is hired, the Agency shall deliver to said employee a written notice that the Agency recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles 2 and 3 of this Agreement.

## Section 1.6

Regular Employee: A regular employee is an employee who has completed his/her probationary period as defined in Section 1.10.

## Section 1.7

Regular Full-Time Employee: A regular full-time employee is an employee who has completed his/her probationary period and who is regularly scheduled to perform work of at least 40 hours per week exclusive of meal periods.

## Section 1.8

Regular Part-Time Employee: A regular part-time employee is an employee who has completed his/her probationary period and who is regularly scheduled to perform work more than two (2) days per week. A regular part-time employee shall receive fringe benefits and wage rates on a pro rata basis as set forth herein.

## Section 1.9

Temporary Employee: A temporary employee is an employee who is hired for a specific position and for a specific period of time, not to exceed six (6) months, on either a full-time or part-time basis. This six-month period may be extended until the expiration of an extended leave if said temporary employee has been hired to replace an employee on extended leave. After the expiration of the initial three (3) month period, a temporary employee shall be eligible to earn

holiday pay and sick leave in accordance with the provisions of Articles 20 and 21 and shall be required to tender union dues or Agency fees in accordance with the provisions of Article 3.

#### Section 1.10

Probationary Employee: A professional employee will be regarded as probationary for the first four months of his/her employment or re-employment (if such reemployment occurs after a separation or leave without pay of more than twelve (12) months). Non-professional and technical employees will be regarded as probationary for the first three (3) months of their employment or re-employment. The probationary period may be extended for an additional period or periods not to exceed a total of thirty (30) days for all employees. Upon completion of his/her probationary period, an employee will be credited with seniority retroactive to the beginning of the probationary period. A probationary employee is subject to immediate dismissal and such dismissal will not be subject to grievance and/or arbitration. Each employee will receive at least one (1) written performance evaluation from his/her immediate supervisor by the end of the probationary period. A copy of said evaluation will be given to the probationary employee's Department Head. The employee will be given a copy of said evaluation. Based on this evaluation and other information known to the employee's supervisor, Department Head or the President, the employee will be informed by the Department Head or his/her designee that he/she has been awarded regular status, that his/her probationary period has been extended, or that he/she is dismissed. Such decision will be made on or before the conclusion of the probationary period and will be final and binding. In the event that a probationary employee is terminated prior to receipt of a written performance evaluation, the Agency will, where possible, discuss the reasons for discharge with the employee, prior to such discharge.

Probationary employees will be eligible for all benefits received by regular employees upon completion of the first three months of the probationary period. If the Agency waives the eligibility waiting period for health insurance for new hires, then all other employees with greater seniority must be given the same option. The Agency will notify the Union whenever it starts or stops the eligibility waiver program.

#### Section 1.11

Pay Period: The pay week runs from Sunday at 7:00 A.M. to the following Sunday at 6:59 A.M. The pay period will continue to consist of two (2) consecutive weeks. Employees will be paid for all compensable time in the pay period, including overtime, on the second Wednesday following the end of the two week pay period, (e.g. if the two-week pay period ends on Sunday, January 9th, pay checks would be distributed on Wednesday, January 19). In the event that external factors beyond the control of the Agency prevent the Agency from paying employees in accordance with this Section, such will not be considered a violation of this Section.

#### Section 1.12

All home health referrals that request "palliative care services," shall be offered to the bargaining unit employees first, before the case is offered or assigned to a non-bargaining unit employee (i.e., the right of first refusal).

## ARTICLE 2- AGENCY SHOP

### Section 2.1

All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

### Section 2.2

All employees on the active payroll as of July 10, 1981 who as of the effective date of this Agreement are not members of the Union may voluntarily join the Union or choose not to become a member of District 1199C.

### Section 2.3

Each employee hired after July 10, 1981 covered by this Agreement who does not choose to become a member of the Union shall be required, as a condition of employment, beginning on the thirtieth (30th) day following the beginning of such employment, or on the thirtieth (30th) day after the effective date of this Agreement, whichever occurs later, to pay the Union an agency service fee toward the administration of this Agreement. The agency service fee shall be payable at the same time as the Union regular dues and/or initiation fee and shall be equal to the amount of regular dues and/or initiation fee.

### Section 2.4

All employees covered by this Agreement who choose to become members of the Union shall become members of the Union beginning the thirtieth (30) day after the effective date of this Agreement or on the thirty-first (31st) day of employment, whichever occurs later, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

### Section 2.5

For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his or her periodic dues and initiation fee uniformly required as a condition of membership.

### Section 2.6

Subject to the Grievance Procedure provision of this Agreement, an employee who has failed to maintain membership in good standing or failed to pay the agency service fee as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee or equivalent agency service fees have not been tendered.

## ARTICLE 3- CHECK-OFF

### Section 3.1

Dues Check-Off. Upon receipt of a written authorization from an employee in the form annexed hereto as Exhibit "A", the Agency shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first pay period following the completion of the employee's thirtieth (30th) day of employment, and remit to the Union regular monthly dues, initiation fees, or agency service fees as fixed by the Union.

### Section 3.2

Upon thirty (30) days written notice from the Union, the Agency agrees to remit said dues, initiation fees, or agency service fees to the Philadelphia office of the Union, as designated in said notice.

### Section 3.3

The Agency shall be relieved from making such "check-off" deductions upon termination of employment, or transfer to a job other than one covered by the bargaining unit, or layoff from work, or an agreed leave of absence, or revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return to work of an employee, who has previously authorized a check-off, from any of the foregoing enumerated absences, the Agency will immediately resume the obligation of making check-off deductions, except that a terminated employee must execute a new check-off authorization in accordance with Section 3.1. This provision, however, shall not relieve any employee of the obligation to make the required dues and initiation payments pursuant to the Union constitution or agency service fee payments in order to remain in good standing.

### Section 3.4

The Agency shall not be obligated to make deductions for dues, initiation fees, or agency service fees of any kind from any employee who, during any month involved, shall have failed to receive sufficient net wages to equal the dues, initiation fees, or agency service fees deduction.

### Section 3.5

Each month, the Agency shall remit to the Union all deductions for dues, initiation fees, or agency service fees made from the wages of employees for the preceding month, and forward said payment to the Union on or before the 15th of each month together with a list of all employees from whom dues, initiation fees and/or agency service fees have been deducted and their social security numbers.

### Section 3.6

Employees who do not sign written authorizations for deductions of dues, initiation fees and/or agency service fees must adhere to the same payment procedure by making payments directly to the Union.

### Section 3.7

Political Action Fund. The Agency agrees to make a payroll deduction once each calendar year from an employee's pay for the District 1199C Political Action Fund upon the written authorization of any employee covered under this Agreement and remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "B".

This deduction shall be made on a monthly basis for those employees in the bargaining units authorizing the deduction. The Agency shall remit the lump sum of all deductions to District 1199C by separate check.

### Section 3.8

The Union assumes full responsibility for the disposition of the funds so deducted, once they have been turned over to the Union as provided above.

### Section 3.9

The Union shall indemnify and save the Agency harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of action taken by or not taken by the Agency for the purpose of complying with the provisions of this Article or any other provisions of this Agreement relative to any requirements of membership in the Union, or obligations of Union members or by reason of the Agency's reliance upon any lists, or assignment furnished under any such provisions or by reason of any action taken or not taken by the Union.

### Section 3.10

The Agency agrees to furnish the Union each month with the names of newly hired employees and those transferred into bargaining unit positions, their addresses, social security numbers, classifications of work, departments, rates of pay, and dates of hire, and the names of terminated employees, together with their dates of termination, and the names of employees on leave of absence and those returning from leaves of absence. The Agency shall also furnish names, prior departments and classifications of employees promoted and/or transferred.

## ARTICLE 4- NONDISCRIMINATION

Both the Agency and the Union agree not to discriminate against any employee on the basis of race, ancestry, ethnicity, creed, color, sex, marital status, familial status, domestic or sexual violence victim status, age, national origin, union membership, disability, political affiliation, sexual preference, sexual orientation, gender identity, veteran's status, genetic information, or any other non-merit factor in regard to employment, advancement, rates of pay and other terms and conditions of employment, provided that the term "discrimination" is not intended to include any distinctions or differences which are not violative of the law.

## ARTICLE 5 - UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

### Section 5.1

**Bulletin Boards.** The Agency will provide one designated bulletin board per building which shall be used for disseminating official Union notices including, but not limited to, meeting announcements, Union elections, social events and political endorsements. Such bulletin boards shall be placed conspicuously and at locations readily accessible to employees in the course of their employment at each of the Agency's facilities. Copies of Union notices placed on the Union bulletin boards may also be placed in individual employee mail boxes. The Union bulletin boards and employee mail boxes shall be the exclusive method for disseminating Union notices. The Union delegate shall provide the Human Resources Director with copies of all material posted on Union bulletin boards or placed in employee mail boxes.

### Section 5.2

The Union will provide the Agency with a current list of Union delegates.

### Section 5.3

A delegate will be permitted reasonable time to investigate grievances that may arise under this Agreement provided that the delegate notifies his/her supervisor in advance and after such investigation; that such investigations shall not disrupt the operation of the Agency; that such investigations shall not occur during work time at any other office unless approved in advance, such approval not being unreasonably denied; that there shall be no abuse of this provision; and that no patient visits shall be deferred to another day without prior supervisory approval, such approval not being unreasonably denied. Upon prior Agency approval, delegates or Union representatives shall be permitted to use suitable Agency facilities to investigate grievances.

### Section 5.4

An aggrieved employee, his/her delegate and a reasonable number of witnesses will be granted time off with pay to attend Step 1, 2 and 3 grievance conferences and hearings held during work time. An aggrieved employee, his/her delegate and a reasonable number of witnesses will be granted time off without pay to attend arbitration hearings.

### Section 5.5

The Agency will provide the Union with copies of all memos, bulletins, or instructions distributed to employees which clarify or establish personnel policies affecting employees.

### Section 5.6

An authorized representative of the Union shall have access during working hours to any Agency facility covered by this Agreement for the purpose of conferring with Agency representatives, delegates of the Union and/or employees for the purpose of administering this Agreement. Conferences with delegates and/or employees shall be held during non-work time.

The Union representative shall give reasonable advance notification to the Human Resources Director or his/her designated representative and such access shall not interfere with the operation of the Agency.

#### Section 5.7

Upon request, the Agency shall make every effort to provide meeting space on the Agency's premises for the purpose of conducting Union meetings during non-work time and during the Agency's normal hours of operation. Such requests shall not be unreasonably denied. Once a month the Agency shall make available to the Union meeting space on the Agency's premises for up to two (2) hours beginning after 5 p.m. for the purpose of conducting a Union meeting, provided that the Union give at least one week's written notice to the Human Resources Director or his/her designee of its desire to utilize such space and provided further that the Agency may withdraw the use of such space for any particular date in the event of an operational emergency.

#### Section 5.8

Upon seven (7) calendar days advance notice in writing to an employee's supervisor and the Human Resources Director, the work schedule of an employee elected as a Union delegate shall be adjusted to permit attendance at regular Delegate Assembly meetings, provided that such adjustment of work schedules shall not impair the operation of the Agency. It is anticipated that regular Delegate Assembly meetings will continue to be scheduled in the evening.

#### Section 5.9

The Agency recognizes the desirability of working with competent delegates. Accordingly, the Agency shall make available a "bank" of sixteen (16) paid days per contract year to be shared by delegates to attend training sessions conducted by the Union, provided the Agency can spare the delegate on the particular day requested. The Union must make a written request to the Agency for use of these days, at least five (5) working days in advance. Such days shall not be taken in less than one-half (1/2) day increments. The Agency shall not be liable for any expenses incurred by delegates attending such training sessions.

A representative of the Union (Administrative Organizer, Delegate or Union Designee) will be given the opportunity to meet with new bargaining unit employees during their 30-day orientation period. The meeting may be held before or after the orientee's work day or during their lunch break; attendance will not be mandatory on the part of the orientee; and the time will not be paid for by the Agency (either for the Union representative or the orientee).

### ARTICLE 6- SENIORITY AND LAYOFFS

#### Section 6.1

##### Definitions.

(a) For the purposes of this Agreement, a full-time employee's bargaining unit seniority is defined as his/her length of service with the Agency or the Agency's predecessors,

Visiting Nurse Society and/or the Division of Public Health Nursing, Philadelphia Department of Public Health, provided that service prior to a separation or leave without pay exceeding twelve months shall not be considered in calculating an employee's seniority.

(b) Classification seniority shall be defined as the length of time an employee has worked in a specific job classification.

#### Section 6.2

Accrual. Employees will have no seniority during their probationary period, but should they become regular employees, their seniority shall be retroactive to the first date of current continuous employment. Part-time employees will accrue seniority on a pro-rata basis. Regular employees who are promoted and are in their trial period in accordance with Section 7.6 shall accrue classification seniority from their former job classification during their trial period in their new position. Upon satisfactory completion of the promotion trial period, classification seniority in the new position shall be retroactive to the date of promotion. Temporary employees will have no seniority during the time they occupy the status of temporary employee, but should any temporary employee become a regular employee, then his/her seniority shall be retroactive to the initial date of employment.

#### Section 6.3

An employee's seniority shall cease upon the employee's:

- (a) Discharge for just cause;
- (b) Layoff for more than twelve (12) months. Notwithstanding the foregoing, if mutually agreed, this provision shall be waived for an employee who is laid off and is subsequently placed into a training program for a higher classification and the Agency is advised of the approximate amount of time that the employee will be gone;
- (c) Failure to respond to the Agency or return to work after being notified of an available position within the time limits prescribed in Section 8.9;
- (d) Absence from work for three (3) consecutive workdays without justifiable reason;
- (e) Failure to return to work following the end of an approved leave of absence; or
- (f) Falsification of reason for leave of absence or taking of another job while on leave of absence without the Agency's approval.

#### Section 6.4

(a) If an employee's service with the Agency is interrupted for any reason and he/she returns to work for the Agency within one (1) year, he/she will be entitled to credit for seniority for the prior period of employment.

(b) If a bargaining unit employee takes a non-bargaining unit position with the Agency but then returns to a bargaining unit position within the length of the probationary period applicable to the job he/she left, the employee is entitled to seniority credit for his/her prior bargaining unit service.

#### Section 6.5

All seniority shall accrue during a continuous authorized leave of absence without pay for the length of the medical or childrearing leave, provided that the employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of one (1) year or the length of an employee's continuous employment if the employee is recalled into employment.

#### Section 6.6

In the event of layoff, the Agency has the exclusive right to determine which classification(s) shall be affected. The Agency will select employee(s) to be laid off from among those employees who work in the classification(s) in which the reduction occurs.

#### Section 6.7

In determining layoffs within the classification(s) affected, temporary employees shall be laid off first. Probationary employees shall be next laid off. In laying off regular full-time and part-time employees, classification seniority will be the primary consideration. It is recognized that an employee(s) may be retained due to special training, knowledge or ability who has less seniority than an employee(s) who is laid off. If this occurs, the Agency will state the reason in writing to the Union and the affected employee(s).

#### Section 6.8

(a) In the event an employee in a classification in the professional bargaining unit is scheduled to be laid off, and there exists any vacant position or any position filled by a temporary or probationary employee in another professional classification in the same or lower pay grade which the employee has the ability to perform, and for which he/she is qualified, then bargaining unit seniority shall prevail in assigning such employees to be laid off to such vacant positions or positions filled by temporary or probationary employees.

(b) In the event an employee is scheduled to be laid off in a classification in the nonprofessional bargaining unit, and there exists any vacant position or a position filled by a temporary or probationary employee in another classification in the same or lower pay grade which the employee has the ability to perform and for which he/she is qualified, then bargaining unit seniority shall prevail in assigning such employee(s) scheduled to be laid off to such vacant positions or positions filled by temporary or probationary employees.

(c) An employee in a classification in the non-professional bargaining unit scheduled to be laid off may displace the least senior employee in a classification formerly held by the employee scheduled to be laid off or may displace the least senior employee in any

classification in the same pay grade or any lower classification which he/she has the ability to perform and for which he/she is qualified, provided that the displaced employee does not possess special training, knowledge or ability as set forth in Section 6.7.

(d) In the event a reduction in force is necessary, the Agency will lay off Registered Nurses according to the seniority provisions of this Article 6 before reducing below six (6) the average schedule of potential visits per day, normally measured over a pay period worked, for those Pay-Per-Visit Registered Nurses who are not laid off.

#### Section 6.9

In the event that an employee is laid off and displaces an employee in a lower salary grade, his/her salary shall be the salary for the new grade which accords credit for the employee's years of experience in the position from which the employee was laid off, or his/her salary shall be reduced by the amount between the respective grades and steps, whichever is less.

#### Section 6.10

Employees laid off shall receive payment for all monies owed, including earned vacation and personal days.

#### Section 6.11

If a part-time employee has greater seniority than a full-time employee in the same classification who is to be laid off, the part-time employee must be willing to accept full-time employment to continue working.

#### Section 6.12

Employees scheduled to be laid-off shall receive four (4) weeks' notice.

#### Section 6.13

Employees laid off due to technological changes or reorganization shall receive one (1) week severance pay for every year of employment with the Agency, up to a maximum of four (4) weeks.

#### Section 6.14

In the event that the Agency determines that technological changes will be initiated, the Agency will notify all affected employees of such changes at the time the decision is finalized in order for the employee to seek training for the new position, including training as provided for in Section 23.1. The Agency will provide employees the appropriate training for the new positions where technologically and economically feasible.

### ARTICLE 7- JOB VACANCIES AND TEMPORARY TRANSFERS

#### Section 7.1

In the event a vacancy or newly created job in the bargaining unit occurs, the Agency will:

- (a) notify employees on the recall list in accordance with the provisions of Article 8;
- (b) post the available position on the bulletin boards for a period of not less than five (5) working days, spanning two (2) work weeks and excluding Saturdays, Sundays and holidays at all of the Agency's facilities. The Agency shall include wage and bargaining unit status in all job postings; and
- (c) broadcast on voice mail an announcement of a new job posting on the day such notice is first posted.

The Agency may also, in its discretion:

- (a) advertise in city-wide, neighborhood and minority newspapers;
- (b) seek referrals from other agencies, University placement offices and employment agencies.
- (c) contact the Union's Employment Service.

#### Section 7.2

Employees who desire such vacant position may submit their bid to the Human Resources Director in writing within the five (5) day posting period. Employees who wish to transfer laterally from their present position or to a lower-salaried position may also bid on posted vacant positions. An employee may seek to exercise his/her opportunity to transfer laterally more than once in any twelve (12) month period, but the Agency is under no obligation to consider such additional request(s) from an employee who previously has transferred laterally once within the twelve (12) month period.

#### Section 7.3

Any applicant after submitting a written application, will be considered for a position on the basis of his/her qualifications and bargaining unit seniority. Such qualifications will include performance, education, experience and ability to meet the needs of the Agency and serve patients.

#### Section 7.4

The Agency shall post the names of all in-house applicants for posted positions and will submit a copy of the list to the Union.

#### Section 7.5

If an employee is qualified in accordance with Section 7.3, he/she will be awarded the position. If in the Agency's opinion two employees are reasonably equally qualified, the more senior employee will be awarded the position. An employee who bids on any vacant position shall be sent notification in writing of the outcome of his/her bid within three (3) working days after a decision is made. In the event an employee's bid is not accepted, the reason for denial shall be included in the notification. Nothing herein will be deemed to prevent the Agency from filling a job vacancy or new position from outside the Agency.

#### Section 7.6

When an employee's bid, except for lateral transfers, is accepted, he/she will be given a trial period of two (2) months for non-professional employees and four (4) months for professional employees. During this trial period, if the employee is not performing up to the standards of the position, he/she may be returned to his/her former position if it is occupied by a probationary or temporary employee, or to a comparable job if his/her former position is occupied by a regular bargaining unit employee, the particular reassignment being in the discretion of the Agency. Such action will not be taken arbitrarily and shall be subject to the grievance procedure but not to arbitration. The employee shall continue to be covered by this agreement during the trial period.

#### Section 7.7

If such employee is removed from the new job during this trial period or decides to return to his/her former position, he/she shall be returned to his/her former position, without loss of seniority or other benefits, if his/her former position is occupied by a probationary or temporary employee, or to a comparable job if his/her former position is occupied by a regular bargaining unit employee, the particular reassignment being in the discretion of the Agency.

#### Section 7.8

Employees promoted shall receive the appropriate job rate for the promoted position or if such new job rate is less than one full pay step, then one full step up to the maximum salary of the new grade.

#### Section 7.9

##### Temporary Transfers.

(a) A temporary transfer shall be defined as a transfer from one office to another within the same or similar job classification in the same pay grade for a period not to exceed two work weeks or, if the employee is replacing an employee on vacation, the length of the vacation.

(b) In the event volunteers are exhausted, the Agency shall then transfer employees on an equitable rotating basis from among regular employees available from the office(s) in which the transfer is not necessary based on seniority.

(c) In the case of established need by the employee to adjust scheduled work hours as a result of the transfer, the Agency shall make every effort to accommodate the employee's scheduling request.

## ARTICLE 8 - RECALL LIST

### Section 8.1

The Agency will establish a recall list for employees on layoff and employees who have accepted positions dissimilar or of lower status in lieu of layoff.

### Section 8.2

An employee on the Recall List will be considered for all positions for which the employee in the opinion of the Agency is qualified. If an employee is notified of an available position in the same job classification which the employee formerly held or a position which is similar to and of like status and pay, the employee must respond to the Agency's notification and accept the position if it is offered or be removed from the Recall List. If the position is dissimilar from and of a lower status and pay than the position which the employee formerly held, he/she will remain on the Recall List whether or not he/she accepts the position.

### Section 8.3

The following procedure shall be used for recalling laid off employees:

(a) Any employee in the job classification in which the vacancy occurs who was previously laid off and transferred or bumped into another job classification shall initially be recalled according to his/her classification seniority in the vacant position.

(b) Any other employees in the job classification in which the vacancy occurs who are on layoff shall have the opportunity to fill the position vacated by the employee transferring back to his/her former position based on bargaining unit seniority. If such vacancy no longer exists, such laid off employee shall be recalled to his/her job classification when a vacancy exists based on classification seniority.

(c) If a vacancy occurs in a job classification where no employee in that classification has recall rights based on classification seniority, then the laid off employee in any classification in the same or higher pay grade with the most bargaining unit seniority will be recalled if he/she is qualified and has the ability to do the work. If said employee is not qualified or does not have the ability to do the work, then the next senior employee who is qualified and has the ability to do the work will be recalled.

(d) It is recognized that an employee may be recalled ahead of another employee with greater classification or bargaining unit seniority if the recalled employee has special training, knowledge or ability. If this occurs, the Agency will state the reason in writing to the Union and the affected employees.

#### Section 8.4

Probationary employees who are laid off shall have no recall privileges.

#### Section 8.5

A part-time employee on layoff shall have recall rights to a full-time position if he/she is willing to work the required full-time schedule of hours.

#### Section 8.6

Employees shall maintain their recall rights for one (1) year or their length of service, whichever is less.

#### Section 8.7

If an employee is reinstated in a position of like status and pay his/her name will be removed from the Recall List.

#### Section 8.8

An employee's salary upon recall shall be:

(a) if the employee is returning to the position he/she last held before leaving work, or a position of like salary and pay, the step and grade the employee held when he/she left his/her position including any increases that would have become effective during layoff.

(b) If the employee is returning to a position of lesser status and pay compared to the position he/she last held, the salary shall be reduced to the salary for the new position which accords credit for the employee's past years of experience in the position which the employee last held before leaving work.

#### Section 8.9

An employee must notify the Agency of his/her availability to return to work within ten (10) working days from the date that notice of an available position was sent from the Agency by certified letter to the last address furnished by the employee. A copy of said letter shall be sent to the Union. An employee under appropriate circumstances, will be allowed up to fifteen (15) working days to return to work from the date that notice of the available position was sent from the Agency by certified letter to the last address furnished by the employee. Each employee assumes responsibility for maintaining his/her correct address with the Agency.

### ARTICLE 9 - HOURS OF WORK

#### Section 9.1

The regular work week for all full-time bargaining unit employees shall be 40 hours of work per week, exclusive of meal periods.

## Section 9.2

The regular work day shall consist of 8 hours per day plus a one hour meal break except for home health aides who shall receive a one-half (1/2) hour meal break. The Agency or the employee, with prior supervisory approval, may vary the length of the meal period in the case of individual employees for scheduling, coverage or other reasons provided the employee's work period is adjusted accordingly or, in the case of hourly employees, the employee receives overtime in accordance with the provisions of Article 11.

## Section 9.3

Nothing in Section 9.1 or 9.2 shall be construed as guaranteeing the number of hours or days of work per week or number of hours of work per day.

## Section 9.4

Full-time employees will be entitled to one rest period of fifteen (15) minutes in the first half of the workday and one rest period of fifteen (15) minutes in the second half of the workday if the general operation of the Agency permits and work flow will not be interrupted. A part-time employee who works at least four hours will be entitled to one rest period.

## Section 9.5

Direct Deposit. Wages shall be paid by direct deposit into a bank account designated by each employee. Employees shall cooperate by signing the enrollment forms reasonably required to initiate this method of payment. All employees currently enrolled in direct deposit and all new employees will continue to authorize that method of pay; any existing employees not currently using direct deposit will begin doing so by first pay period January, 2011.

## Section 9.6

### Weekend Work.

Weekend work shall be assigned and paid for as follows:

(a) Per Visit Full Time and Part Time RNs who work a regular Monday to Friday schedule must sign up (or be assigned) for 1 weekend out of fixed 4 consecutive weekends. Seniority can be used by employees to select their preferred weekend so long as it is exercised during the open window period, which will be set forth in work rules issued by VNA. If VNA needs to increase the frequency of weekend rotations, it may only be by mutual agreement with the Union.

(1) If a RN misses a scheduled weekend rotation (except when out on an approved leave of absence), that weekend must be made up within the current or next 4 weekend cycle.

(2) Shift days continue per current practice.

(3) Scheduling of days off during the week is subject to approval of PCMs, which shall not be unreasonably withheld.

(4) Weekend work will be compensated at a 10% premium over the weekday per visit rate.

(b) Hourly Full-Time RNs and LPNs who work a regular Monday to Friday schedule must sign up (or be assigned) for 1 weekend out of fixed 4 consecutive weekends. Seniority can be used by employees to select their preferred weekend so long as it is exercised during the open window period, which will be set forth in work rules issued by VNA. If VNA needs to increase the frequency of weekend rotations, it may only be by mutual agreement with the Union.

(1) If a RN or LPN misses a scheduled weekend rotation (except when out on an approved leave of absence), that weekend must be made up within the current or next 4 weekend cycle.

(2) The RN or LPN must take off 1 weekday in the week prior to the weekend and 1 weekday in the week following the weekend.

(3) Scheduling of days off during the week is subject to approval of Clinical Managers, which shall not be unreasonably withheld.

(4) Weekend work will be compensated at a 10% premium over weekday hourly rate.

(c) When working assigned weekend rotations, RNs and LPNs may request to split weekend days (working 1 weekend day in each of 2 weekends), so long as the arrangements are prescheduled with the appropriate manager and so long as there is adequate coverage available for both days of each applicable weekend. Responsibility for finding partners who are willing to split weekends rests with the clinician, not the manger.

(d) Hourly Part-Time RNs and LPNs must sign up (or be assigned) for 1 weekend day on 1 out of fixed 4 consecutive weekends. If VNA needs to increase the frequency of weekend rotations, it may only be by mutual agreement with the Union.

(1) If a RN or LPN misses a scheduled weekend day rotation (except when out on an approved leave of absence), that weekend day must be made up within the current or next 4 weekend cycle.

(2) Scheduling of days off during the week is subject to approval of PCMs, which shall not be unreasonably withheld.

(3) Weekend work will be compensated at a 10% premium over weekday hourly rate.

(e) RN Weekend Staff are regularly scheduled to work 18 hours between Saturday and Sunday.

(1) The RN Weekend Staff are compensated by salary at the rate of \$925.45 per week as of the first full pay period on or after July 1, 2022 (subject to the increases set forth in Section 10.1), are exempt from overtime compensation and do not receive any separate differential for working on weekends. The subsequent annual wage increases in July 1, 2023 and 2024 shall be applied to the rate in this section.

(2) When the RN Weekend Staff perform additional visits Monday to Friday, they are compensated at visit rates of \$50.88 for revisits and \$79.15 for start of care visits. The subsequent annual wage increases in July 1, 2023 and 2024 shall be applied to the rates in this section.

(f) HHA Staff must sign up for (or be assigned) 1 weekend day on no more than 1 out of fixed 4 consecutive weekends as primary HHA, and no more than 1 out of fixed 4 consecutive weekends as secondary (i.e., backup) HHA. The current rotation of 1 weekend out of 8 is continuing to be maintained as of the commencement of this Agreement. If VNA needs to increase frequency of weekend rotations to more than 1 out of 4 fixed consecutive weekends, it may only be by mutual agreement with the Union.

(1) If a HHA misses a scheduled weekend day rotation (except when out on an approved leave of absence), that weekend day must be made up within the current or next weekend cycle.

(g) All Classifications with Shift Days – Employee cannot substitute paid time off for unpaid shift day in order to qualify for overtime in that pay period.

(h) All nurses assigned to the rotating weekend schedule shall be considered primary.

#### Section 9.7

Employees who report for work at the beginning of their work day shall be assigned other work to do that they can perform at their applicable rate of pay in the event their regular work is not available.

#### Section 9.8

##### Schedule Changes and Call-Backs.

(a) The Agency will make every reasonable effort not to alter the weekend schedule after it has been established. In the event the Agency determines that an established schedule must be changed due to unforeseen circumstances, the Agency will first utilize volunteers to fill scheduling requirements. If no volunteers are available, the Agency will make an effort to minimize the impact of such change on the employee(s) affected.

(b) Any employee required to work on a day not regularly scheduled (excluding regular weekend rotations) or called back to work during the above hours shall be paid for a minimum of four (4) hours per day at the rate set forth in Section 9.6 above, provided, however, that if the employee has been notified not to report to work at least one hour in advance of the scheduled

starting time the employee shall not receive said reporting pay, and provided further that in the event of lack of work caused by emergencies beyond the control of the Agency, the employee shall receive a minimum of two hours pay.

(c) No employee hired prior to May 1, 1982 who as of that date was not required to work weekends will be required to work weekend or night work on a regular basis during the life of this Agreement unless mutually agreed. Employees now required to work on weekends on a rotating basis shall continue to be required to do so.

(d) In the event an employee scheduled to work the weekend does not have a full day's worth of visits scheduled for that weekend day, at the employee's option, at the employee's option, and with notification to his/her supervisor, the employee may: (i) report to the office and perform assigned paperwork tasks for 8 hours or (ii) take personal or vacation time and work their regular schedule.

(e) On Call - VNA agrees to pay all employees who are designated as being "on call" for up to 15½ consecutive hours a flat fee of \$62 for salaried or per visit employees or an hourly fee of \$4 per hour for hourly employees. If the employee is "called out" and is an hourly employee, s/he will be paid a minimum of 2 hours at time and one half; if the employee is "called out" and is a salaried or per visit employee, s/he will be paid for each visit at 30% above the per visit rate. Bargaining unit RNs and LPNs may be assigned to work "on call" on a voluntary basis. Selection from the volunteers shall be based on seniority. In the event that there are no volunteers and there are unforeseen, urgent circumstances, on-call assignments will be made on a rotating reverse seniority basis.

#### Section 9.9

The decision to charge approved time off to accrued personal or vacation time will continue to be at the employee's discretion, however, the employee will not be forced by the Agency to utilize accrued personal or vacation time. In no event will a bargaining unit employee be asked to accommodate the scheduling of a non-bargaining unit employee.

### ARTICLE 10 - WAGES

#### Section 10.1

Effective July 1, 2022 employees shall receive a 5% wage increase to their base salary, retroactive to the first full pay period following July 1, 2022, as expressed in Appendix A, as well as a 1% bonus of their base salary upon ratification. The 1% bonus shall only apply to the employees' base salary prior to the 5% wage increase. Effective July 1, 2023 and July 1, 2024, respectively, employees shall receive a 2.5% wage increase to their base salary to be paid on the first full pay period following July 1st of each year. If non-union, non-supervisory VNA employees receive a wage increase above 2.5% in 2023 or 2024, VNA union employees may receive a wage increase to match the non-union, non-supervisory wage increase. For example, if non-union, non-supervisory employees receive a 3% wage increase in 2023 or 2024, then the VNA union employees may receive a .5% wage increase in addition to the 2.5% wage increase mentioned above, totaling 3%. Any increase above the 2.5% shall, likewise, be retroactive to the first full pay period following July 1, 2023 or 2024.

### Section 10.2

Employees with experience in community health, i.e., providing service within patients' homes in the community, shall receive credit for such experience for the purposes of this Article at a rate of one hundred percent (100%). Employees with related hospital experience shall receive credit for such experience at a rate of fifty percent (50%). The Agency shall be the sole arbiter of whether an employee's prior experience warrants such credit.

### Section 10.3

Upon the accrual of experience either with the Agency or credit for previous community health experience or related hospital experience, employees shall move within the experience scales as set forth in Appendix A. A maximum of five (5) steps shall be permitted for prior experience. The Agency shall be the sole arbiter of whether an employee's prior experience warrants such credit.

### Section 10.4

No employee shall be hired below the minimum effective rate for his/her classification. In an effort to attract additional Registered Nurses to the Home Health Division, new Registered Nurses hired on or after November 8, 2015 will be eligible for a signing bonus of \$2,500. In order to receive the bonus, the Registered Nurse must remain actively employed by the Agency for 6 months, averaging at least 6 visits per work day during months 4 through 6 of their employment.

### Section 10.5

Employees temporarily assigned to a higher paying classification shall be compensated at the higher rate of pay once they have completed two (2) or more days in the higher classification. The higher rate of pay shall be retroactive to the first day.

### Section 10.6

No employee shall perform work at a higher classification for a period in excess of thirty (30) consecutive working days. At the end of such 30-day period, the higher classified job in question shall be posted as a vacancy.

### Section 10.7

In the event a new classification is established or an existing classification substantially changed, the Agency shall assign it to a new or existing pay grade in the wage schedule and advise the Union of a proposed grade for the new job.

The Agency shall provide the Union with a written job description of the new or changed classification which shall describe the job contents sufficiently to identify the new duties.

Upon receipt of the job description, the Union shall be given an opportunity to meet with Agency representatives, if the Union wishes to meet, to discuss the new or changed classification

and the assignment of a new or existing pay grade. If the parties are unable to agree to a pay grade for the job the matter may be submitted through the grievance procedure.

## Section 10.8

### Pay-Per-Visit.

(a) By October 1, 2013, with the exception of the positions listed in subsection 10.8 (b), all Registered Nurses shall be paid on a Pay-Per-Visit basis. Pay-Per-Visit Registered Nurses do not earn separate sick, vacation, personal or holiday pay except as described in Section 10.8(d) to the extent they still are paid on an hourly basis, and Sections 10.8(f) and 10.8(g). To the extent Registered Nurses paid on a Pay-Per-Visit basis earn unpaid sick, vacation, personal or holiday time, the available time they have earned will be available to be viewed electronically by the Registered Nurse.

(b) The following Registered Nurse positions shall continue to have the option to be paid on an hourly basis:

(1) Psychiatric Nurse;

(2) Admissions Nurse (defined as Registered Nurse whose regular caseload consists of at least 75% Start-Of-Care visits); and

(3) Up to three (3) Registered Nurses, who shall be deployed on a floating basis, to cover whatever cases as may be assigned, regardless of team, geographical area of type of visit. When the float nurse positions are initially being filled, notice of the openings will be broadcast to the Registered Nurses by the Agency. First preference will be given to the current hourly Registered Nurses as of August 2, 2013 on the basis of seniority. Those wishing to fill the position using their seniority must notify the Agency by August 30, 2013.

(c) All Registered Nurses newly hired after August 2, 2013 shall be compensated on a Pay-Per-Visit basis unless they fall into one of the positions listed in subsection 10.8 (b).

(d) All new Registered Nurses shall be compensated on an hourly basis for up to six (6) months. Notwithstanding anything else to the contrary in this Agreement, at the earlier of (i) the end of the probationary period or (ii) the first full pay period after they switch to Pay-Per-Visit compensation, they will be paid at the Job Rate.

(e) A five dollar (\$5.00) per visit bonus shall be paid to Pay-Per-Visit Registered Nurses for visits in counties outside Philadelphia County.

(f) When a Registered Nurse switches from hourly to Pay-Per-Visit method of compensation, the Registered Nurse's accrued paid leave time will be carried with the Registered Nurse, subject to the same utilization and scheduling rules otherwise applicable. When the time is actually used, it will be paid at the prevailing rate at the time of use.

(g) When returning from a Leave of Absence longer than 10 weekdays, a Pay-Per-Visit Registered Nurse may elect to be paid on an hourly basis for up to four (4) weeks following the Registered Nurse's return to work.

#### Section 10.9

##### Special Premiums.

(a) Effective the first full pay period following July 1, 2022, the following rates apply to visits of the types described when performed by Pay-Per-Visit nurses regardless of the day of the week, instead of the rates set forth in Appendix A:

Start of Care	-	\$120.75
Resumption of Care	-	\$ 89.25
Recertification	-	\$ 84.00

The subsequent annual wage increases in July 1, 2023 and 2024 shall be applied to the rates in this section. No other bonuses or premiums shall apply to those cases except the non-Philadelphia travel bonus described in Section 10.8(e) and the Mentor bonus described in Section 10.9 (c).

(b)

Visits performed by hourly nurses will continue to be compensated without premium, except to the extent an hourly employee may be entitled to overtime compensation that overtime will be paid.

(c) Effective the first full pay period that begins on or after July 1, 2017, \$10 per case will be paid to RNs, LPNs and Therapists for those cases in which a new RN, LPN or Therapist (orientee) is assigned to shadow the RN, LPN or Therapist.

#### Section 10.10

##### Salary + Bonus + Benefit Option

Registered Nurses who otherwise are required to be paid on a pay per visit basis will have the option to be paid on a salaried basis, with the opportunity to earn certain bonuses and certain paid time off. The details of this option are as follows:

(a) RNs in Steps 1, 2 and 5 of Grade 11 will have the following base salaries as of the first full payroll period beginning on or after July 1 of the designated year:

July 1, 2022	-	\$86,389.81
July 1, 2023	-	\$88,549.56
July 1, 2024	-	\$90,763.30

(b) RNs in Step 7 of Grade 11 will have the following base salaries as of the first full payroll period beginning on or after July 1 of the designated year:

July 1, 2022	-	\$91,189.23
July 1, 2023	-	\$93,468.96
July 1, 2024	-	\$95,805.68

(c) If the RN exceeds an average of 6 visits per day worked (excluding weekends and holidays) in a work week, the RN will receive the Pay-Per-Visit base rate for those visits over an aggregate of 6 visits per day worked.

(1) For example, the base rate for a Start of Care visit will be \$120.75 (\$123.77 effective the first full pay period on or after July 1, 2023 and \$126.86 effective the first full pay period on or after July 1, 2024).

(2) For example, if an RN works 5 weekdays in a pay period, the bonus is paid for the 31<sup>st</sup> visit, 32<sup>nd</sup> visit and so on. If the 31<sup>st</sup> visit is a Revisit, the bonus is the Pay-Per-Visit rate for a Revisit, and if the 32<sup>nd</sup> visit is a Resumption of Care, the bonus for the 32<sup>nd</sup> visit is \$89.25 (\$91.48 effective the first full pay period on or after July 1, 2023 and \$93.77 effective the first full pay period on or after July 1, 2024).

(d) RNs who participate in the salary program earn a pro-rated portion of 20 Paid Time Off ("PTO")) days effective with the payroll period in which the RN begins participating in the salaried position.

(e) RNs who wish to participate in the salary program may do so at any time, provided they give a least one weeks' written notice to Human Resources.

(f) RNs who are participating in the Salary + Bonus + Benefit Program may continue to participate until (i) they fall below 6 visits per day worked (excluding weekends and holidays) over a rolling 4 pay periods, (ii) they provide at least 2 weeks' written notice to VNA that they wish to stop participating in the Program and that they will return to the Pay-Per-Visit model or (iii) VNA and the Union agree to end or otherwise modify the Program. An RN who participates in the Program but then stops participating may not reenroll in the Program without waiting at least a full calendar quarter.

(g) (1) RNs participating in the Salary + Bonus + Benefits Program will be paid \$10.00 for each start of care visit they perform and \$5.00 for each recertification visit they perform, in addition to their regular salary, unless the start of care visit or recertification visit is paid at the pay-per-visit rate per Section 10.10(c) for certain visits over the aggregate of 6 visits per day in a work week.

(2) RNs participating in the Salary + Bonus + Benefits Program who perform a start of care visit or a recertification visit over the aggregate of 6 visits per day in a work week will be paid per Section 10.10(c).

(3) For example, if an RN performs a start of care visit for his or her first visit of a work week, he or she would receive regular salary plus \$10.00 for that visit.

However, if an RN performs a start of care visit as the 31st visit of the work week, he or she would be paid \$115, as provided for in Section 10.10(c) for visits over the regular 30 visit work week.

## ARTICLE 11 - OVERTIME

### Section 11.1

All hourly paid full-time employees shall receive time and one-half for all hours worked in excess of the normal work day or normal work week.

### Section 11.2

It is assumed that employees will always act in a responsible manner and, where necessary, will finish the task in which they are engaged at the end of their normal work period. Should an employee be required to work beyond his/her normal work period for an unbroken period between eight and fifteen minutes, he/she may receive overtime as set forth in Section 11.1 provided the employee receives advance permission from his/her supervisor before working such time. Overtime for field staff may be necessitated by patient needs or record documentation. Overtime will not be granted where such time involves (a) less than eight minutes; or (b) more than eight minutes, but the employee has failed to obtain advance permission in accordance with the provisions of this section.

### Section 11.3

When overtime is required, the Agency will first assign overtime on a voluntary basis. All pre-scheduled clerical overtime shall be offered to all qualified clerical employees. In the event that there are no qualified volunteers, the Agency will assign overtime on an equitable basis among the employees in the office involved.

### Section 11.4

All paid leave shall be considered as time worked for the purpose of computing overtime.

### Section 11.5

There shall be no pyramiding of overtime.

### Section 11.6

Any clerical employee who is required to work overtime for a period in excess of two and one-half (2-1/2) hours, shall receive a \$5.00 dinner allotment and, if desired, an unpaid meal break not to exceed one hour.

### Section 11.7

(a) Any hourly full-time employee who works either six or seven days in any work week shall be compensated for such sixth and/or seventh days as follows:

(1) If the employee works six days in any work week, he/she shall receive time and one-half for all hours worked on the sixth day worked in that work week. Additionally, the employee may request an unpaid day off work to be scheduled in accordance with Section 11.7(a)(4) below.

(2) If the employee works seven days in any work week, he/she shall receive time and one-half for all hours worked on the sixth and seventh day worked in that work week. Additionally, the employee may request either one or two unpaid days off work to be scheduled in accordance with Section 11.7(a)(4) below.

(3) Any employee who works more than the normal work day on the sixth or seventh day shall be compensated as in the above sections and, in addition, at double time for all hours worked in excess of the normal work day on such sixth or seventh day worked in that work week.

(4) All unpaid days off scheduled under this Section 11.7, commonly called "shift days," shall be taken within one work week prior or two work weeks after the sixth and/or seventh day(s) worked and shall be taken in increments of no less than the number of hours worked on such sixth or seventh day. It shall be scheduled in advance and when requested will not be unreasonably denied.

#### Section 11.8

Staff assigned to work more than 18 weekends per year shall receive \$25 for each additional weekend worked. Staff assigned to work on only Saturday or only Sunday may combine two such assignments to be considered as a weekend for purposes of this section.

### ARTICLE 12 - GRIEVANCE PROCEDURE

#### Section 12.1

A grievance shall be defined as a dispute, complaint, misunderstanding or disagreement between the parties hereto arising out of or under this Agreement as to the meaning or application of this Agreement or compliance with its provisions. An earnest effort will be made to settle all grievances promptly in the following manner:

Step 1. An employee having a grievance and his Union delegate or other representative shall take it up and meet with the immediate supervisor within ten (10) working days after it arose or should have been known to the employee. The Agency shall give its answer to the employee and/or his Union delegate or other representative within five (5) working days after presentation of the grievance in Step 1.

Step 2. If the grievance is not settled at Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented at Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his Union representative, and presented to the Department Head or his/her designated

representative. Step 2 shall be answered by the Agency in writing within ten (10) working days after its presentation at the hearing, if any, or its receipt, if no hearing is scheduled.

Step 3.

If the grievance is not settled in Step 2, the written grievance may, within five (5) working days after the answer in Step 2, be presented at Step 3. A grievance at Step 3 shall be presented to the President or his/her designee. The President or his/her designee shall render a decision in writing within ten (10) working days after the presentation of the grievance at the hearing, if any, or its receipt, if no hearing is scheduled.

Section 12.2

A grievance hearing shall be held at Steps 2 and 3 at the request of the Union or the Agency. Grievance hearings shall be scheduled at the time of the presentation of the grievance. Every reasonable attempt, consistent with the operation of the Agency, shall be made to hold grievance hearings at a mutually convenient time during working hours within five (5) days after presentation of the grievance.

Section 12.3

Failure on the part of the Agency to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 12.4

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limit specified. The employee shall have the right to have a delegate or other representative of the Union present if he so desires.

Section 12.5

Without waiving its statutory rights a grievance on behalf of the Agency may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 12.6

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays. All time limits specified herein shall be strictly enforced unless the parties mutually agree to extend the time.

Section 12.7

A grievance which affects a substantial number or class of employees, and which the Agency representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

## ARTICLE 13- ARBITRATION

### Section 13.1

A grievance which has not been resolved may, within thirty (30) days after completion of Step 3 of the grievance procedure, be referred to arbitration by the Agency or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association. The parties agree that they will expedite their processing of discharge cases.

### Section 13.2

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

### Section 13.3

The arbitrator shall have jurisdiction only over disputes arising out of grievances and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

### Section 13.4

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Agency, the Union and the employees.

## ARTICLE 14 - DISCIPLINE AND DISCHARGE

### Section 14.1

The Agency shall have the right to discharge, suspend, or discipline any employee for just cause. Discipline and discharge for probationary employees shall not be subject to Articles 12 and 13 of this Agreement.

### Section 14.2

The Agency recognizes that any discipline imposed should be constructive with a goal of making the employee a more productive employee. Toward this end, the Agency recognizes the concept of progressive discipline, and will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. The parties agree, however, that neither of these concepts shall result in the reversal or other modification of any discipline or discharge which would have been sustained in the absence of this section.

### Section 14.3

If the discipline of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the client to appear as prejudicial.

### Section 14.4

The term "patient" for the purposes of this Agreement shall include those seeking service and those seeking care or treatment by the Agency.

### Section 14.5

When there is the possibility of disciplinary action as the result of an accusation made by a patient or the patient's family, prior to such discipline being taken (i) the patient shall be interviewed in the employee's presence by the employee's supervisor, or (ii) if the Union and the Agency agree, the patient shall be interviewed by a neutral third party selected by the Agency and the Union.

### Section 14.6

The Agency will notify the Union in writing by registered or certified mail of any discharge or suspension within forty-eight (48) hours from the time such discipline is imposed.

### Section 14.7

An employee shall be advised that discipline is being considered as promptly as is reasonably possible after the action warranting such discipline is known by the Agency. When discipline is imposed, an employee may have present a Union delegate or, if a Union delegate is not available, any other Union member who is available at the time, provided that failure of the Union delegate or other Union member to be present shall not result in the reversal or other modification of any discipline or discharge which would have been sustained in the absence of this section.

## ARTICLE 15 - RESIGNATION

### Section 15.1

An employee who resigns shall give written notice which must be received by the Agency's Human Resources Director at least two (2) weeks in advance. The Agency shall determine whether the employee will work all or part of the notification period, but the employee shall be paid for that time if the Agency determines that the employee shall not work.

### Section 15.2

An employee who gives notice of resignation, as provided above, or who is laid-off, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. In addition he/she shall receive compensation for personal days

which he/she has earned but not taken and regular holidays worked by the employee for which he/she was not compensated as provided in this Agreement. If notice is not given as provided above, an employee shall not be entitled to such payment.

## ARTICLE 16 - NO STRIKE OR LOCKOUT

### Section 16.1

No employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Agency.

### Section 16.2

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Agency, or ratify, condone or lend support to any such conduct or action.

### Section 16.3

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sitdown, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Agency occur, the Union, within twenty-four (24) hours of a request by the Agency, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Agency in writing that such action by employees has not been called or sanctioned by the Union;
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and
- (d) Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing employees to return to work immediately.

### Section 16.4

The Agency agrees that it will not lock out employees during the term of this Agreement.

## ARTICLE 17 - UNPAID LEAVE

### Section 17.1

#### Medical Leave.

- (a) A regular full-time employee who has completed his/her probationary period may be granted leave without pay for up to six (6) calendar months provided he/she

provides appropriate medical verification to the Human Resources Director that such illness or disability prevents him/her from working. Any employee receiving Workers' Compensation benefits may extend his/her medical leave for up to an additional six (6) months provided he/she provides appropriate medical verification to the Human Resources Director.

(b) If an employee has knowledge of an anticipated extended medical leave, he/she must give immediate notice to his/her supervisor upon learning that he/she will be required to take such leave and the anticipated length of such leave.

(c) An employee returning from medical leave must provide medical certification that he/she is able to resume work and can perform the essential functions of the job.

(d) Where this Section requires suitable medical certification, the Agency, in its discretion, also may require the employee to be examined by a physician chosen by the Agency. The Agency will bear the costs of such examination.

(e) An employee will continue to accrue seniority during a medical leave of absence.

#### Section 17.2

##### Family and Medical Leave.

(a) The Agency is a covered employer under the Family and Medical Leave Act of 1993, as amended ("FMLA"). The FMLA entitles eligible employees to a maximum of 12 weeks per year of unpaid leave for specific FMLA-qualifying reasons, or 26 weeks in the event the leave is taken for qualifying reasons to care for a covered service member as defined in the FMLA. The Agency will remain compliant with applicable law and regulations for FMLA, including necessary postings and notices. The 12-month period for determining FMLA eligibility is a rolling 12-month period, measured backwards from the date the employee's requested leave would commence.

(b) Employees are eligible if they have worked for VNA for at least 12 months, have 1,250 hours of service in the previous 12 months, and if they work in (or out of) a location where at least 50 employees are employed by VNA within 75 miles.

(c) Eligible employees whose spouse, son, daughter, or parent is on covered active duty or is called to active duty status may use their 12-week leave entitlement to address qualifying exigencies, which may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

(d) Subsequent to returning from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

(e) Employees may take FMLA leave intermittently; however, employees are required to make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Agency's operations.

(f) Employees on FMLA leave are entitled to maintain coverage under the Agency's group health plan under the same terms and conditions as employees who are not on leave.

(g) An employee will continue to accrue seniority during FMLA leave. An employee shall not be entitled to earn holiday pay, nor to accrue sick leave or vacation time during any unpaid portion of FMLA leave.

(h) Employees will be required to substitute any family, medical, or childrearing leave time permitted under any other family, medical, or childrearing leave plans set forth in this Agreement for FMLA leave. Employees must use all applicable accrued paid benefit time (subject to the 5 and 10 day limitations in the second sentence of Section 17.9) when the FMLA leave commences.

### Section 17.3

Military Leave. Leaves of absence for the performance of active or reserve duty with the United States Armed Forces shall be granted in accordance with applicable law. Leaves of absence to care for a "covered service member" or due to any "qualifying exigency" as those terms are defined under the FMLA will be granted in accordance with the FMLA.

### Section 17.4

Educational Leave. The Agency strongly supports the concept of employees continuing their education in areas related to the home health field. Educational leave will be granted at the sole discretion of the Agency after the completion of one year of employment for a period not to exceed one academic year. The Agency will make every effort to grant such leave. The employee must provide documentation of acceptance to a university, college, or technical program which he/she is planning to attend. At the commencement of his/her leave, the employee may request payment for all earned, unused vacation and holiday time. Seniority will not accrue for an employee on an educational leave, but will continue if and when he/she returns to work.

### Section 17.5

#### Childrearing Leave.

(a) An employee shall notify the Agency as soon as possible of her expected date of delivery. An employee will not be required to commence childbearing leave prior to childbirth. If such employee desires to work during her eighth (8th) and ninth (9th) months of pregnancy, however, she may be required to furnish suitable medical certification that she is able to continue to work and that she can perform the essential functions of her job.

(b) Childbearing leave will be granted for all employees for a period of up to six (6) months commencing not later than the birth of the child, and can be extended for up to an additional six (6) months in accordance with Section 17.11.

(c) An employee will continue to accrue seniority for no more than six (6) months of childbearing leave.

#### Section 17.6

Other Unpaid Leaves. Other unpaid leaves may be granted in the discretion of the Agency. Such leaves shall not exceed three (3) months.

#### Section 17.7

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, nor to accrue sick leave, vacation time, or seniority except as set forth in this Article and Section 6.5. An employee who returns to work from an unpaid leave of absence will be reinstated to his/her former position or to a comparable position as determined by the Agency. If the employee returns on the date designated at the beginning of his/her approved leave and desires to work in the same location and scheduled hours as when he/she left but cannot be immediately accommodated because his/her former position and location is currently occupied by a person with less classification seniority, the Agency will arrange for him/her to return to his/her former position and location no later than one month after return. In every other case, the Agency will make every effort to return the employee to his/her same office.

#### Section 17.8

The Agency shall maintain life insurance benefits for all employees on unpaid leave. The employee shall also have the option to continue to be covered under the Agency's hospitalization and major medical policies by submitting to the Agency on a monthly basis the cost incurred by the Agency to cover an employee under such plans. If an employee exercises this option but fails to make the required payments promptly, such coverage will cease immediately.

#### Section 17.9

All leaves, including paid time off, may be taken consecutively as provided elsewhere in this Agreement. During the leave(s) employees must use any available sick bank days in excess of 5 and any available vacation bank days in excess of 10 that accrued prior to the date the leave commenced. Subject to the preceding requirement, employees shall not be required, but shall have the option, to use accrued vacation or personal days before commencing leaves of absence, provided the provisions of Section 19.7 and 22.7 are followed; and shall, in addition, have the option to use sick leave prior to commencing or during medical or childbearing leave, provided the employee is disabled. Paid days accruing during the leave as and to the extent provided elsewhere in this Agreement, may be retained for use after the conclusion of the leave. This does not change the purposes for which leave time may be taken, i.e. sick leave may only be used for the employee's own illness.

#### Section 17.10

An employee on unpaid leave of absence shall contact his/her immediate supervisor at least two (2) weeks before the anticipated return date. In the event that an employee will not return to work at the expiration of his/her leave he/she shall notify his/her supervisor at least two (2) weeks prior to the expiration of the leave period, if physically able to do so.

#### Section 17.11

If an employee takes a leave of absence for less than the maximum time permitted by this Article, such leave can be extended, in the discretion of the Agency, by following the procedure below:

(a) The employee shall request an extension in a letter addressed to the Human Resources Director. The letter must state the reason for the extension, and the expected date of return.

(b) The Human Resources Director will review the request with the employee's supervisor.

(c) If in the opinion of the Agency such leave can be extended, the Human Resources Director will inform the employee of the decision. Requests for an extension of leave in accordance with this Section shall not be unreasonably denied.

### ARTICLE 18 - PAID LEAVE

#### Section 18.1

Funeral Leave. A regular employee shall be eligible for a leave of absence with pay for a maximum of three (3) consecutively scheduled work days following the death of a member of his/her "immediate family". The term "immediate family" is defined to include an employee's spouse, significant other, child, brother, or sister, parents, grandparents and grandchild. In the event of the death of any other person permanently residing in the employee's household or other close relative, the employee shall be entitled to one (1) day of paid leave for the purpose of attending the funeral. The Agency may require a copy of the death notice or other proof.

#### Section 18.2

Jury Duty. A regular employee who serves on jury duty shall be compensated by the Agency in the amount of the difference between his regular rate for the regularly scheduled work days lost and the amount received as juror's fees, provided, he/she is prepared to offer valid proof of such jury duty and the amount received as juror's fees upon request of the Agency, and, provided further, that receipt of notice to report for jury duty must be reported immediately to the employee's immediate supervisor. The Agency may request that the employee be excused or exempted from such jury duty if, in the opinion of the Agency, the employee's services are essential at the time of proposed jury duty.

### Section 18.3

**Reserve Duty.** An employee in the Reserves shall be reimbursed for the difference between his/her military pay and his/her regular pay for up to ten (10) days per year. Proof of the requirement to attend Reserve duty and attendance at such duty shall be furnished to the Agency if requested.

### Section 18.4

Seniority and benefits will continue to accrue during all paid leaves of absence.

### Section 18.5

VNA will give qualifying staff a supplemental sick leave bank of 10 work days, in addition to any accrued sick time they may have. This bank of time can be used PRIOR to having to use any accrued sick time.

Qualifying Criteria for COVID-19 Supplemental Sick Leave Bank:

1. Staff person is quarantined due to direct contact with a VNA COVID-19 positive patient.
2. Staff person is diagnosed with COVID-19 as a result of direct contact with VNA COVID-19 positive patient.

If a staff person meets the criteria, the process is the first 10 days (or portion of that) staff is out will be paid. If they are out more than 10 days, they must use accrued sick time.

This Supplemental Sick Leave program shall remain in effect for the duration of the COVID-19 pandemic and applicable governmental orders related to the COVID-19 pandemic.

## ARTICLE 19 - HOLIDAYS

### Section 19.1

All employees covered by this Agreement shall be eligible for the following paid holidays for which they will receive a regular day's pay for not working:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	
Labor Day	Five (5) Personal Days

All employees may be required to work one of the following three winter holidays (New Year's Day, Thanksgiving Day, Christmas Day) and one of the three summer holidays

(Memorial Day, Independence Day, Labor Day). Employees shall submit their preferences for working particular holidays during the designated holiday sign up period each year.

Although the following days are celebrated as a holiday, the Agency may schedule up to 67% of the bargaining unit to work based on need (and the number of employees who are/are not required to work is spread relatively evenly among the various departments).

Martin Luther King's Birthday  
Juneteenth

Day after Thanksgiving  
Christmas Eve

All employees may be required to work one of the following two holidays (Martin Luther King's Birthday, Juneteenth) and one of the following two holidays (Day after Thanksgiving, Christmas Eve). Employees shall submit their preferences for working particular holidays during the designated holiday sign up period each year.

#### Section 19.2

In the event an employee works on the day a holiday listed above is celebrated he/she shall be paid for his/her time worked and receive an alternate day off as follows:

(a) Compensation for holiday worked

(1) Hourly employees – time and one-half his/her regular rate of pay for all hours worked on the holiday.

(2) Pay Per Visit employees – 15% premium over regular per visit rate.

(b) Alternate day off

(1) If the employee works on any holiday as set forth in Section 19.1, he/she shall receive an alternate day off within the thirty (30) days before and the thirty (30) days after the holiday. However, if the employee works on Martin Luther King's Birthday, he/she shall receive an alternate day off between January 15 and April 30. If the employee works on Juneteenth, he/she shall receive an alternate day off between June 19 and September 30.

(2) On the alternate day off, employees will receive the following:

(A) Hourly employees – Eight (8) hours straight time pay.

(B) Salaried employees – Time off without additional pay.

(C) Pay Per Visit employees – Time off without additional pay

#### Section 19.3

When a holiday falls on Saturday, it will be celebrated on Friday. When a holiday falls on Sunday, it will be celebrated on Monday. Where either or both Christmas Eve and Christmas Day fall on Saturday and/or Sunday the following shall occur:

(1) If Christmas Eve falls on Friday and Christmas Day falls on Saturday, then Christmas Eve will be celebrated on Friday and Christmas Day will be celebrated on Monday.

(2) If Christmas Eve falls on Saturday and Christmas Day falls on Sunday, then Christmas Eve will be celebrated on Friday and Christmas Day will be celebrated on Monday.

(3) If Christmas Eve falls on Sunday and Christmas Day falls on Monday, then Christmas Eve will be celebrated on Friday and Christmas Day will be celebrated on Monday.

#### Section 19.4

In the event a holiday is celebrated on an employee's regularly scheduled day off, the employee shall receive a day off with regular pay within thirty (30) days before or after the holiday, at the employee's preference. Such days shall be scheduled in advance, and shall not be unreasonably denied.

#### Section 19.5

Any employee on paid leave when the holiday is celebrated will be paid for the holiday, and such time will not be charged against such paid leave.

#### Section 19.6

In order to be eligible for holiday benefits, an employee must have worked the last scheduled work day before and the first scheduled work day after the holiday (or day selected in lieu of the holiday) except for absences approved by the Agency.

#### Section 19.7

Personal Leave. A regular employee shall earn five (5) personal leave days annually with pay for personal reasons upon arrangement with his/her supervisor. The employee will give his/her supervisor at least 24 hours' notice prior to taking a personal day except in an emergency, in which case he/she will notify his/her supervisor prior to 9 a.m. on the day that he/she will be taking the personal leave time, and receive advance approval from his/her supervisor. Such approval shall not be unreasonably denied. Personal leave days may not be taken in less than one-half hour increments. In the event an employee desires to take personal days in more than one (1) day increments, he/she shall give his supervisor at least five (5) working days' notice and receive advance approval from his/her supervisor. Personal leave may be carried over from one anniversary year to another so long as the personal leave balance does not at any time exceed five (5) days. An employee who leaves the Agency with accrued personal days shall be paid for such days upon termination if notice is given in accordance with Article 15.

Section 19.8

An employee shall be entitled to use up to five (5) personal leave days each year commencing with his/her anniversary date. Personal days will be credited according to the schedules below. In the event that the employee does not remain in employed status long enough to be credited for personal days that were used in advance, the pay for such days will be deducted from the employee's final paycheck.

Schedule for First Year of Employment

60 days following employment:	1st day
120 days following employment:	2nd day
180 days following employment:	3rd day
240 days following employment:	4th day
300 days following employment:	5th day

Schedule for Subsequent Years of Employment

Anniversary date:	1st day
60 days following anniversary date:	2nd day
120 days following anniversary date:	3rd day
180 days following anniversary date:	4th day
240 days following anniversary date:	5th day

Probationary employees may not take personal days during the first 60 days of their probationary period.

Section 19.9

Part-time employees shall be eligible for holiday pay on a pro rata basis. Holiday pay for a part-time employee shall be the hourly pay rate for the average number of hours worked per day in a regularly scheduled work week.

Section 19.10

Holiday work shall be equitably distributed to the extent possible. The Christmas holiday shall be rotated within each team. In January of each year a holiday sign-up will occur for Memorial Day, Juneteenth, Independence Day, and Labor Day. In August of each year a holiday sign up will occur for Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, and New Year's holidays. Staff will be encouraged to sign up on a voluntary basis. Assignments to holiday slots not covered voluntarily will be made by the Agency by seniority on a rotating basis no later than three months ahead of the scheduled holiday. In the event that an established holiday schedule must be changed due to unforeseen circumstances, the Agency will make an effort to minimize the impact of such change on the employee(s) affected.

ARTICLE 20 - SICK LEAVESection 20.1

“Sick Leave” is defined as an absence of an employee from work by reason of illness or accident.

#### Section 20.2

Upon completion of a full-time employee’s first three months of the probationary period, he/she shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment retroactive to the employee’s date of hire, up to a maximum of twelve (12) days per year. Regular part-time employees shall be entitled to earn sick leave on a pro rata basis.

#### Section 20.3

(a) May 1, 2003 through December 30, 2004. Employees will be entitled to accumulate up to ninety (90) days of sick leave as in the past.

(b) December 31, 2004 and thereafter. Only those employees who had accumulated more than sixty (60) days of sick leave as of April 30, 2003 may accumulate up to ninety (90) days of sick leave. All new hires and all employees who had accumulated sixty (60) days or fewer of sick leave as of April 30, 2003 may accumulate or maintain an accumulation of no more than sixty-four (64) sick days as of December 31, 2004 and thereafter.

#### Section 20.4

Pay for any day of sick leave shall be the employee’s regular pay.

#### Section 20.5

Unused sick leave shall not be paid upon an employee’s termination of employment.

#### Section 20.6

To be eligible for paid sick leave, an employee must daily report his/her illness to a supervisor at least one (1) hour prior to the employee’s approved start time, unless supervisory permission is received to report on a less frequent basis, and give the reason for and probable length of the illness. Such supervisory permission will not be unreasonably denied. An employee must speak directly with a supervisor when calling in. In the event that an employee is hospitalized, he/she must only notify his/her supervisor when he/she is admitted to and is discharged from the hospital and of the probable length of the hospitalization.

#### Section 20.7

The Agency reserves the right to have the employee examined by a doctor of the Agency's choosing at the Agency's expense and/or, after an absence of more than three (3) days, to require a doctor's certificate from the employee to verify an employee's illness or to certify that the employee is physically fit to return to work in order for an employee to receive sick leave.

#### Section 20.8

Employees will continue to earn all benefits while on paid sick leave.

#### Section 20.9

When an employee is sent home during the work day because of sickness, he/she shall be paid for the time worked with the balance of the shift charged to sick leave.

#### Section 20.10

Sick leave may not be taken in less than one-half hour increments.

#### Section 20.11

In the event an employee is unable to work because of a work related illness or injury, the Agency shall compensate the employee during the first seven (7) days of lost time due to such illness or injury and will charge such payment to sick leave. If the employee is compensated by the workers' compensation carrier for the first seven (7) days of lost time, the payment shall not be charged to sick leave accumulated under this provision and he/she shall reimburse the Agency with the monies he/she received from the carrier for this period and receive the equivalent time back.

#### Section 20.12

An employee who receives workers' compensation benefits shall have the option of using accrued sick leave benefits to make up any difference between his/her regular weekly pay and weekly workers' compensation benefits.

#### Section 20.13

Except as set forth in Section 17.9 of this Agreement, Employees shall not be required to use vacation time, personal days or other paid leave after exhausting accumulated sick leave.

#### Section 20.14

In the event an employee does not use his or her full 12-day sick leave benefit in any calendar year he or she may, at his or her option, cash out unused sick leave on the following basis:

If the employee uses six (6) days of sick leave or less in any calendar year, the benefit bank credit shall be in the amount of 30% of the compensation which would otherwise have been paid as sick leave for the difference between 12 days and the number of days of sick leave actually taken.

## ARTICLE 21 - LIGHT DUTY

Notwithstanding any other provision of this Agreement, the following principles shall apply to an employee on Workers' Compensation leave.

### Section 21.1

The Agency may establish a light duty work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to an on-the-job injury. Recognizing that a transitional return-to-work program offering both physical and mental therapeutic benefits will accelerate the rehabilitative process of an injured employee, light duty work programs are intended to enhance workers' compensation benefits and are not to be utilized as a method to take advantage of an employee who has sustained an on-the-job injury.

### Section 21.2

Implementation of a light duty work program shall be at the Agency's option and shall be in strict compliance with applicable workers' compensation statutes. Refusal by an employee to accept light duty work, where that employee is otherwise entitled to workers' compensation benefits, may result in a loss or reduction of such benefits as specifically provided by the provisions of applicable law. Employees who work light duty assignments shall continue to be eligible to receive workers' compensation benefits as well as other entitlements to the extent permitted by law.

### Section 21.3

The Agency can require such employee to perform light duty work, whether or not in the employee's job classification, and whether or not bargaining unit work, during all or a portion of the employee's workers' compensation leave from the commencement of the leave if the employee is unable to perform his/her normal work but is cleared by the employee's or the Agency's physician for light duty work. The availability of any light duty work assignment shall be determined by the Agency in its sole discretion.

### Section 21.4

A light duty assignment shall not grant an employee any additional rights to that or any other position.

### Section 21.5

While absent from work on workers' compensation leave or where light duty work is not made available, an employee shall not accrue vacation, sick, personal or other service-related

benefits. An employee who returns to light duty work from workers' compensation leave shall be entitled to resume accruing vacation, sick, personal and other service-related benefits of the employee's regular job proportionate to the hours worked.

#### Section 21.6

While assigned to light duty work, the employee will receive full pay and will be required to work full time. Time off during regular work days to attend doctor's appointments or therapy is to be kept to a minimum. The Employer has the right to verify any representation that alternative appointment times during non-work hours, or at the beginning or end of the work day, are not available. An employee on light duty pursuant to this subsection shall not suffer a loss in pay for attending doctor's appointments or therapy that can only be scheduled during the work day.

### ARTICLE 22 - VACATION

#### Section 22.1

(a) Regular full-time employees in the professional unit hired prior to May 1, 1996 shall earn twenty (20) work days of vacation per year.

(b) Regular full-time employees in the professional unit hired after 4/30/96 shall earn fifteen (15) work days of vacation after completing one (1) year. Thereafter, professional unit employees shall earn twenty (20) work days of vacation per year.

(c) Regular full-time employees in the non-professional unit shall earn vacation in accordance with the following schedule:

0-4 years of service	10 work days per year
5-8 years of service	15 work days per year
more than 8 years of service	20 work days per year

(d) Regular part-time employees shall earn vacation on a pro rata basis based upon the ratio of their hours worked to the hours worked by regular full-time employees. Employees entitled to earn vacation in excess of that set forth above will continue to receive the number of days they are entitled to as of the effective date of this Agreement.

#### Section 22.2

If a probationary employee successfully completes the first three months of his/her probationary period, then he/she will be entitled to vacation to be calculated for the probationary period in accordance with the above formula.

#### Section 22.3

Vacation shall be earned at the rate of one-twenty sixth (1/26) of the entitlement per pay period.

#### Section 22.4

Employees may request accrued vacation pay in advance.

#### Section 22.5

Employees may accumulate a maximum of two (2) times their vacation entitlement until January 31, 2004; thereafter they may accumulate and maintain thereafter up to only 165 hours of their vacation entitlement. Employees may take their entire entitlement at one time provided that the operation of the Agency is not impaired. Unused vacation time beyond this will be lost.

#### Section 22.6

In the event an employee becomes ill prior to the commencement of his/her vacation, the employee shall not be charged vacation time for the period of illness provided he/she promptly notifies the Agency of the illness. Such time off shall be charged to sick time. If any employee becomes ill during his/her vacation, he/she can terminate his/her vacation and such days shall be charged to sick time. The Agency may require proof of illness.

#### Section 22.7

Employees will submit a written request for vacation to their immediate supervisor as soon as possible after January 1, but at least fifteen (15) days before the beginning of any vacation time in excess of three (3) days. An employee will give his/her supervisor at least five days' notice prior to taking any vacation time, except in the case of a bona fide emergency, in which case the employee shall notify his/her supervisor directly one (1) hour prior to the employee's approved start time that he/she will be taking vacation time, and receive advance approval from his/her supervisor. Vacation time will be taken in one-half hour increments.

Requests for vacation will be granted in the order received. If requests are received at the same time, requests from more senior employees will receive priority over those from less senior employees for the same period. Vacation requests received by January 15 shall be dispositively answered by January 31, and a vacation schedule shall be posted by January 31. Vacation requests received after January 31 shall be dispositively answered no later than five (5) working days after such request is made if less than two (2) employees per team are then scheduled off for any reason on the days requested; if two (2) or more employees per team are then already scheduled off for any reason on the days requested, the request shall be dispositively answered no later than six (6) weeks before the start date of the requested vacation; provided that if the vacation request is made six (6) weeks or less before the anticipated start date of the vacation, the supervisor shall give a dispositive answer no later than five (5) days after such request is made. Vacation requests shall not be unreasonably denied.

#### Section 22.8

Earned vacation may be taken by any employee after he/she has completed three (3) months of employment.

## ARTICLE 23 - CONTINUING EDUCATION

### Section 23.1

Tuition Reimbursement: The Agency encourages and will assist full-time employees and part-time employees to attend college, university or approved technical school courses which will enhance their ability to function in Agency related positions.

(a) Full-time employees (after the first three months of their probation period) will be entitled to be reimbursed for courses required in the attainment of a degree, including job-related electives. Part-time employees will be entitled to be reimbursed on a prorated basis based on their regular hours. Non-degree candidates will be reimbursed if the course content is related to Agency work.

(b) Reimbursement will be given not to exceed (i) a total of \$2,500 per fiscal year for all courses other than those leading to a Master's Degree, or (ii) a total of \$3,500 per fiscal year for courses leading to or following a Master's Degree. Reimbursement will occur once the employee submits a tuition receipt and written evidence of the successful completion of a course with a grade of C or better. The aggregate amount the Agency will be compelled to pay in any fiscal year shall not exceed twenty thousand dollars (\$20,000). If the employee leaves the agency within 12 months of reimbursement date, the employee will be liable to the Agency for 50% of the reimbursement distribution.

(c) To be eligible for tuition reimbursement, the course is to be on non-work time and approved in advance and in writing by the employee's immediate supervisor and the department head or his/her designee.

### Section 23.2

Continuing Education: The Agency encourages employees to keep abreast of the latest techniques and technology in their fields through professional seminars. Pertinent seminars not available in the Delaware Valley but offered elsewhere in the Mid-Atlantic area shall not be arbitrarily or unreasonably denied.

(a) Full-time employees (after the first three months of the probation period) will be entitled to be reimbursed in an amount up to \$250.00 per fiscal year of the cost of charges for seminars and in-services. This amount may be increased up to \$500 per fiscal year if approved by the appropriate Vice President. Part-time employees will be entitled to reimbursement on a pro-rated basis.

(b) Each full-time employee will be entitled to up to two days per fiscal year on Agency time for the purpose of attending seminars and in-services that are provided outside the Agency. In addition, staff who have already used their allotted two days in a given fiscal year may be approved by the appropriate Vice President for up to two additional continuing education days for specialized training. Part-time employees will be entitled to such time-off on a prorated basis.

(c) The Agency will conduct in-services bi-annually at a minimum. Introduction of changes into patient records forms will be presented to the staff prior to implementation.

(d) In-services relevant to home health care delivery also will be provided by the Agency during work time.

(e) Attendance at Agency in-services or outside in-services and seminars is subject to the condition that the in-service or seminar has been determined to be job-related and approved in advance and in writing by the employee's immediate supervisor and the department head or his/her designee.

(f) Any certification program offered by or through the Agency will be open to employees on the basis of seniority who meet the qualifications to participate in that program. If those qualifications require recent experience and/or testing, the experience requirement will be waived if the employee passes the entry test.

## ARTICLE 24 - HEALTH AND WELFARE AND PENSION

### Section 24.1

(a) Effective January 1, 2023, VNA will offer the following benefits to all bargaining unit Employees which shall be the same benefits (including monthly premiums) offered to non-bargaining unit employees. After forty-five (45) days advance notice to the Union and opportunity for the Union, if requested, to meet and confer with VNA, these benefits, as described in this Article, may be changed or modified (including, but not limited to, the provider and monthly premiums) from time to time by VNA in any respect so long as these changes mirror the benefits for the non-bargaining unit employees of VNA.

(b) Health Coverage: VNA will offer HMO and HDHP health and prescription plans as summarized in the documents reviewed by the parties during 2022 contract negotiations and as further described in Sections 24.1 and 24.2.

(c) Dental: VNA will offer a dental carrier PPO network dental indemnity plan as summarized in the document reviewed by the parties during 2022 contract negotiations .

(d) Vision: The VNA Health Coverage options will each include a Vision benefit as summarized in a document reviewed by the parties during 2022 contract negotiations.

(e) LTD and Life Insurance: VNA will provide long-term disability and employee basic life/AD&D insurance benefits, as summarized in the document reviewed by the parties during 2022 contract negotiations.

(f) VNA will provide and fund Employee Health Savings Accounts (HSA) with the HDHP option as summarized in the document reviewed by the parties during 2022 contract negotiations. VNA will fund each individual HSA \$700 per plan year for "Employee Only" coverage and \$1,400 per plan year for all other "Employee Plus" coverage. Employees shall be permitted to elect to make additional voluntary contributions to their HSA through

payroll deduction. Year-end HSA fund balances shall rollover to the following year, year after year.

(g) VNA will make available and fund Employee Health Reimbursement Accounts (HRA) with the HMO option as summarized in the document reviewed by the parties during 2022 contract negotiations. VNA will reimburse individuals \$500 once their \$1,000 deductible is met in the plan year.

(h) VNA will provide the Employee voluntary short-term disability option as summarized in the "Colonial Life Voluntary Benefits Summary" document reviewed by the parties during 2022 contract negotiations.

(i) Employees may waive the medical coverage provided by VNA by showing proof of coverage under another plan. If coverage terminates under the other plan for any reason, the employee must notify and submit documents to VNAbenefits@NFP.com immediately to have coverage reinstated through VNA's group insurance.

(j) All contribution changes throughout this Article 24 will apply beginning the first full pay period which begins on or after the date specified in the Agreement.

#### Section 24.2

(a) Part-time employees hired after April 30, 2006 (and those employees who convert to part-time status after April 30, 2006) who are assigned to weekday schedules and are regularly scheduled for fewer than 30 hours per week will contribute 1½ times the amount of full-time employee contributions to health care premiums in their respective categories (single, parent + child, etc.). Part-time employees hired after April 30, 2006 (and those employees who convert to part-time status after April 30, 2006) who are assigned to weekend schedules and are regularly scheduled for fewer than 28 hours per week will contribute 1½ times the amount of full-time employee contributions to health care premiums in their respective categories (single, parent + child, etc.).

(b) Upon January 1, 2023 the Independence Keystone HMO employee cost per calendar month shall be as follows:

Employee	\$123.42 per calendar month
Employee + Child(ren)	\$318.34 per calendar month
Employee + Spouse	\$355.49 per calendar month
Employee + Family	\$502.46 per calendar month

(c) Upon January 1, 2023 the Independence Personal Choice HDHP employee cost per calendar month shall be as follows:

Employee	\$40.38 per calendar month
Employee + Child(ren)	\$132.73 per calendar month
Employee + Spouse	\$177.69 per calendar month
Employee + Family	\$284.97 per calendar month

(d) Employee premium increases, if any, upon January 1 of any subsequent new plan year, shall be capped at 17.5% per plan year.

### Section 24.3

(a) The defined benefit cash balance plan in effect prior to October 1, 2011 (the "Defined Benefit Cash Balance Plan"), with an annual accrued pension benefit provided by the Agency of 3.5% of an eligible employee's gross wages, will continue in effect with the following exceptions:

(1) No new contributions will be into the Defined Benefit Cash Balance Plan after September 30, 2011, and

(2) Once the actuarial deficit in the Defined Benefit Cash Balance Plan is fully funded by the VNA, the Defined Benefit Cash Balance Plan will be merged into a modified 403(b) Plan. The modified 403(b) Plan will become effective September 1, 2011, and will accept all new contributions (both employer and employee).

(b) Under the modified 403(b) Plan, active employees have the option of maintaining their 403(b) holdings in the Defined Benefit Cash Balance Plan or transferring those funds into the modified 403(b) Plan. Employees may transfer into the modified 403(b) Plan their cash balance funds in the Defined Benefit Cash Balance Plan once the Defined Benefit Cash Balance Plan is fully funded and IRS approved the termination of the Defined Benefit Cash Balance Plan. Regardless of when an active employee elects to transfer their funds from the Defined Benefit Cash Balance Plan to the modified 403(b) Plan, there will be no adverse impact on their vested benefits or their access to their accounts.

Under the modified 403(b) Plan, the Agency will pay all the following fees:

- (1) All plan document and plan installation fees
- (2) All plan trustee fees
- (3) Annual base fee for third party plan administration and compliance
- (4) All costs associated with website access and call center assistance
- (5) Investment Advisory fees to the Agency and the employees
- (6) \$5 per month per participant for plan recordkeeping and quarterly statements and \$50 per distributions (includes Form 1099R)

## ARTICLE 25 - MANAGEMENT RIGHTS

### Section 25.1

The management of the Agency and the direction of the work force is vested exclusively with the Agency. Except where expressly abridged by a specific provision of this Agreement, the Agency retains the sole right to hire, discipline or discharge for cause, lay off, promote, transfer and assign its employees; to determine or change the starting and quitting time and number of hours worked; to promulgate working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge or reduce a department, function or division; to assign or transfer employees to other departments as operations may require; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Agency prior to the execution of this Agreement.

#### Section 25.2

The Agency may introduce a change in the method or methods of operation, which will produce a change in job duties and reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions on any program to be hereafter undertaken by the Agency.

#### Section 25.3

The Union, on behalf of the employees, agrees to cooperate with the Agency to attain and maintain maximum patient care and full efficiency.

#### Section 25.4

There shall be no individual agreements between employees and the Agency.

#### Section 25.5

Nothing herein contained is to be construed to mean that a worker or groups have inherent rights to a particular job.

#### Section 25.6

Such rights shall not be exercised in an arbitrary or capricious manner.

### ARTICLE 26 - SAFETY

#### Section 26.1

The Agency shall provide for a safe and healthy work environment for all employees covered by this Agreement, in accordance with the provisions of applicable federal, state and local laws, including adequate ventilation in all offices, including record rooms.

#### Section 26.2

In the event a field staff employee encounters an unsafe situation in carrying out his/her responsibilities, he/she shall not be required to enter into, carry out, or follow through with such

activity. Furthermore, it is the employee's right and responsibility to immediately remove himself/herself from any unsafe or dangerous situation that may arise. In such circumstances the employee must immediately notify his/her supervisor. The Agency will provide adequate means of communication to staff assigned to any housing project resident without a telephone.

#### Section 26.3

All Agency staff shall be made aware of known questionable, unsafe areas, including, but not limited to, housing projects and gang territories, prior to assignments to such areas.

#### Section 26.4

An employee shall arrange in advance that guards meet him/her upon arrival and accompany him/her to and from the patient's apartment in any housing project. No staff shall enter or leave a housing project without a guard. In the event the housing guard is not available, the employee shall not be expected to make such visit, but shall notify his/her supervisor. The Agency will provide adequate means of communication to staff assigned to any housing project resident without a telephone.

#### Section 26.5

The Agency will continue to provide cellular phones to field staff.

### ARTICLE 27 - PERSONNEL FILES AND EMPLOYEE EVALUATIONS

#### Section 27.1

The Agency will maintain an individual personnel file for each employee containing his/her employment application form, copies of letters of employment, employee evaluations and other pertinent documents. Personnel records will be considered confidential.

#### Section 27.2

Each employee will be given an opportunity periodically to examine his/her file. Prior to examining his/her file an employee will give reasonable notice to the Human Resources Director or his/her designee. If there is any disagreement as to the contents of the personnel file, an employee may submit a statement concerning the information in his/her file. Such statement will become a part of the personnel file.

#### Section 27.3

The contents of the personnel record will be available only to the employee; those staff authorized by the Human Resources Director or his/her designee to maintain these files, obtain payroll information and carry out other functions related to employees; appropriate supervisors; and duly designated Union representatives. Personnel records will be subject to the perusal of the duly designated Union representative upon request during the Agency's normal business hours, provided the Union representative shall give reasonable advance notice and shall present a signed authorization from the employee involved.

#### Section 27.4

An employee's personnel file shall not be divulged outside the Agency either during or after his/her employment, without the employee's written permission, except upon written request of or pursuant to some investigation by a government agency, or as required by law.

#### Section 27.5

An employee will receive at least one (1) written performance evaluation by the end of his/her probationary period as set forth in Section 1.10, and on a regular annual basis thereafter. An employee's performance will be evaluated in terms of the professional standards as set forth in the Service Policy Manual. This evaluation may include the supervisor's recommendation to the Department Head regarding retention, dismissal and promotion. The employee will review the evaluation and will signify that he/she has read it and understood its content by signing the evaluation. If the employee does not concur with the evaluation, he/she may submit a written exception in the space provided on the evaluation within five (5) working days after he/she has reviewed it. The evaluation, with employee comments, shall be reviewed and countersigned by the individual directly senior to the employee's immediate supervisor. A regular employee who receives an overall evaluation of "Unsatisfactory" shall be permitted to grieve and arbitrate such evaluation.

#### Section 27.6

An employee shall sign any adverse information placed in his/her personnel file prior to its inclusion in the file. The signature shall constitute mere notification and receipt of copy and shall not be considered as an admission.

#### Section 27.7

All minor infractions in an employee's personnel file shall be cleared after one (1) year, provided that the one (1) year period shall be free of infractions.

### ARTICLE 28 - DRESS GUIDELINES

Employees providing direct care to patients will dress in attire which reflects the Agency's mission as a professional provider of skilled care. Clothing should be simply tailored; clogs and shorts are not permitted and excessive jewelry should be avoided.

### ARTICLE 29 - INCLEMENT WEATHER

#### Section 29.1

The decision to close the Agency for the entire work day or to dismiss staff before the end of the normal work day due to inclement weather is made by the President. It is the Agency's policy to maintain service to the maximum degree possible, as well as to provide for the safety of its employees.

#### Section 29.2

The following procedure shall be utilized in the event staff employees are dismissed before the end of the work day:

- (a) The President or his/her designee will disseminate the decision to allow staff to leave early due to inclement weather.
- (b) Employees will be paid for the remainder of their normal work day.
- (c) Supervisors will be responsible for informing staff in the office and field about the decision to close early.
- (d) Employees must ensure that their patients are contacted if visits will be rescheduled.

### Section 29.3

It is recognized that there may be instances where the Agency is not closed but that visits to individual patients are not feasible because of hazardous road conditions. Employees are to attempt to visit patients that must be seen for significant health reasons. If they are unable to do so, they must notify their supervisor, the patient, and if warranted by the significance of the problem, the source of medical supervision. All reasonable efforts should be utilized to provide the necessary patient service.

## ARTICLE 30 - MISCELLANEOUS

### Section 30.1

Malpractice Insurance - The Agency shall continue to maintain malpractice insurance for those classifications of employees now covered.

### Section 30.2

#### Travel and Automobile Expenses -

- (a) Employees using their car while on Agency business must maintain insurance at state-mandated levels and present evidence of this insurance upon request.
- (b) Employees shall be reimbursed at the IRS recognized non-taxable rate for the required and authorized use of their automobile during working hours.
- (c) Those classifications of Employees now reimbursed shall continue to be reimbursed for parking and for the costs of public transportation including transpasses.

### Section 30.3

The Agency will continue to provide a recruitment bonus.

### Section 30.4

The parties agree that, except as specifically set forth in this Agreement, neither party shall be obligated to bargain collectively with respect to any matter or issue covered or not covered by this Agreement.

#### Section 30.5

This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral or written, expressed or implied, and all past practices between the Agency and the Union or the employees, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

#### Section 30.6

The waiver of any breach or condition of this Agreement by either party will constitute a precedent for any further waiver of such breach or condition.

#### Section 30.7

Every new employee shall receive a job description no later than the date of hire. Up-to-date job descriptions, clearly reflecting the actual duties then being performed, shall be maintained for all position classifications. This provision shall in no way modify Section 10.7.

#### Section 30.8

The Union and the bargaining unit members will cooperate with the Agency in its efforts to offer meaningful training experiences to students. All work performed by a student which is not supervised by the primary nurse shall not be the responsibility of the primary nurse.

### Section 30.9

(a) Staff who have complaints about inequitable distribution of caseload assignments may request a review to be conducted by the Executive Vice President-Chief Operating Officer or her designee. The complaint shall be carefully investigated and reviewed, and any correction deemed necessary by the Vice President or his/her designee shall be made in a timely manner. In the event no correction is deemed necessary, the explanation shall be given to the complainant in a timely manner, but no later than 3 weeks from the date the complaint was received.

(b) Prioritization of weekend work shall be done by the Clinical Managers prior to the CHN receiving the assignment. Any CHN who believes that a patient has been unnecessarily scheduled for a weekend visit should report the situation to his/her supervisor for appropriate investigation.

(c) Staff who have complaints about scheduling of time off may request a review to be conducted by the Vice President for Patient Services. Complaints shall be carefully investigated and reviewed and a decision rendered within three (3) days.

(d) In addition to the foregoing subsections, a permanent committee of six nurse representatives and the Agency's Executive Vice President, Chief Operating Officer and Directors of Nursing Services will be established to discuss, and seek solutions to, scheduling, overtime and weekend staffing issues.

### Section 30.10

There shall be established a Labor Management Committee to discuss matters arising under the Collective Bargaining Agreement. Attendance shall be limited to delegates and senior management as determined by the respective parties, unless there is mutual agreement to invite others on particular issue(s). The Committee will meet at least quarterly. The Union delegates shall submit agenda items to the Director of Human Resources at least two weeks in advance.

### Section 30.11

Supervisors shall not be used in place of hiring additional regular or temporary employees. Clerical supervisors shall continue prioritizing work during any period, including but not limited to periods during which a backlog exists and those during excessively busy times, to recognize the workload. The Agency shall continue to evaluate the needs of clerical staffing and accept input and suggestions from the bargaining unit towards meeting these goals. The Agency also will continue to have representation by clerical bargaining unit staff on the clerical task force and will include such staff on any other ad hoc committee which may be formed on this issue.

### Section 30.12

The Agency will continue its effort to increase pool staff to work holidays and weekends. The Agency is committed that the purpose of pool staff is for supplementing hours worked by

regular full time staff and not to replace regular employees. Part time staff who work regular day time schedules will be required to work weekends and holidays on a pro rata basis.

#### Section 30.13

The Agency will meet and discuss with the Union, prior to implementation, any plan or requirement to eliminate free parking.

### ARTICLE 31 – SUCCESSORS AND ASSIGNS

#### Section 31.1

In the event of a bona fide sale, transfer or assignment, by whatever means or methods, of the Employer's operations, or any part thereof, covered by this Agreement during the term hereof, the Employer shall give advance notice to the new owner, transferee or assignee of the contractual relationship with the union. It is understood that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall be responsible for any and all monetary benefits owed to employees under this Agreement or required by law to the date of sale, transfer or assignment.

#### Section 31.2

The Employer agrees to give the Union no less than fourteen (14) days written notice of the sale, transfer, or assignment of the Employer's operations, or part thereof, covered by this by this Agreement.

### ARTICLE 32- SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws, now or hereafter in effect; and to the lawful regulation rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

### ARTICLE 33 - DURATION

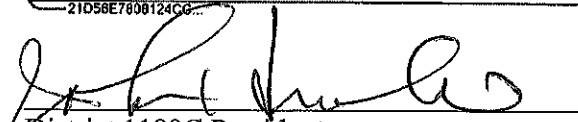
This Agreement shall be in full force and effect for the period commencing July 1, 2022 and ending at 7:00 a.m., June 30, 2025. The Employer and the Union agree to enter jointly into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

DISTRICT 1199C NATIONAL UNION OF  
HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME, AFL-CIO

DocuSigned by:

Paul Grubbs

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District 1199C President

THE VISITING NURSE ASSOCIATION  
OF GREATER PHILADELPHIA



## Appendix A

Wages - Professionals

1. The pay plan shall be as follows:

**July 1, 2022\***

<b>Grade 10 (LPN)</b>	<b>New Hire Rate</b>	<b>Job Rate</b>
Step 1	\$29.51	\$30.67
Step 2	\$30.67	\$31.28
Step 5	\$32.20	\$33.48
Step 7	\$33.50	\$34.82

**Grade 11 (MSW, RN  
Admission Nurse, RN  
Psych)**

	<b>New Hire Rate</b>	<b>Job Rate</b>	<b>Per Visit New Hire Rate</b>	<b>Per Visit Job Rate</b>
Step 1	\$34.91	\$36.76	\$51.90	\$54.58
Step 2	\$36.76	\$38.69	\$56.32	\$57.56
Step 5	\$38.61	\$40.64	\$57.50	\$62.28
Step 7	\$40.52	\$42.66	\$58.00	\$63.48

**Grade 11 (RN)**

	<b>New Hire Rate</b>	<b>Job Rate</b>		
Step 1	\$34.57	\$36.41	\$51.39	\$54.03
Step 2	\$36.41	\$38.30	\$55.77	\$56.98
Step 5	\$38.23	\$40.24	\$56.93	\$61.66
Step 7	\$40.11	\$42.23	\$57.44	\$62.85

**Grade 12  
(Occupational  
Therapist)**

	<b>New Hire Rate</b>	<b>Job Rate</b>		
Step 1	\$40.54	\$42.66	\$60.34	\$63.47
Step 2	\$44.01	\$44.94	\$65.50	\$66.92
Step 5	\$44.91	\$48.58	\$66.85	\$72.31
Step 7	\$45.31	\$49.58	\$67.45	\$73.82

**July 1, 2023\***

Grade 10 (LPN)	New Hire Rate	Job Rate
Step 1	\$30.25	\$31.44
Step 2	\$31.44	\$32.06
Step 5	\$33.01	\$34.32
Step 7	\$34.34	\$35.69

Grade 11 (MSW, RN  
Admission Nurse, RN  
Psych)

	New Hire Rate	Job Rate	Per Visit New Hire Rate	Per Visit Job Rate
Step 1	\$35.78	\$37.68	\$53.20	\$55.94
Step 2	\$37.68	\$39.66	\$57.73	\$59.00
Step 5	\$39.58	\$41.66	\$58.94	\$63.84
Step 7	\$41.53	\$43.73	\$59.45	\$65.07

## Grade 11 (RN)

	New Hire Rate	Job Rate		
Step 1	\$35.43	\$37.32	\$52.67	\$55.38
Step 2	\$37.32	\$39.26	\$57.16	\$58.40
Step 5	\$39.19	\$41.25	\$58.35	\$63.20
Step 7	\$41.11	\$43.29	\$58.88	\$64.42

Grade 12  
(Occupational  
Therapist)

	New Hire Rate	Job Rate		
Step 1	\$41.55	\$43.73	\$61.85	\$65.06
Step 2	\$45.11	\$46.06	\$67.14	\$68.59
Step 5	\$46.03	\$49.79	\$68.52	\$74.12
Step 7	\$46.44	\$50.82	\$69.14	\$75.67

**July 1, 2024\***

Grade 10 (LPN)	New Hire Rate	Job Rate
Step 1	\$31.01	\$32.23
Step 2	\$32.23	\$32.86
Step 5	\$33.84	\$35.18
Step 7	\$35.20	\$36.58

Grade 11 (MSW, RN  
Admission Nurse, RN  
Psych)

	New Hire Rate	Job Rate	Per Visit New Hire Rate	Per Visit Job Rate
Step 1	\$36.67	\$38.62	\$54.53	\$57.34
Step 2	\$38.62	\$40.65	\$59.17	\$60.48

Step 5	\$40.57	\$42.70	\$60.41	\$65.44
Step 7	\$42.57	\$44.82	\$60.94	\$66.70

Grade 11 (RN)	New Hire Rate	Job Rate		
Step 1	\$36.32	\$38.25	\$53.99	\$56.76
Step 2	\$38.25	\$40.24	\$58.59	\$59.86
Step 5	\$40.17	\$42.28	\$59.81	\$64.78
Step 7	\$42.14	\$44.37	\$60.35	\$66.03

Grade 12 (Occupational Therapist)	New Hire Rate	Job Rate		
Step 1	\$42.59	\$44.82	\$63.40	\$66.69
Step 2	\$46.24	\$47.21	\$68.82	\$70.30
Step 5	\$47.18	\$51.03	\$70.23	\$75.97
Step 7	\$47.60	\$52.09	\$70.87	\$77.56

\* Increases become effective the first payroll period beginning on or after the dates specified.

2. New hires remain at the New Hire Plan for the applicable Step until the latter of six (6) full months of active employment with VNA or the completion of 1040 hours of which they have been paid by VNA.
3. Employees will move to the next Step under the new schedule as of the May 1 after they have accumulated the designated number of full years of work experience applicable to the next Step.

Full Years of Experience Completed as of April 30	Step for Which Employee is Eligible
1	1
2	2
5	5
7	7

Wages – Support and Paraprofessional Staff

1. The pay plan shall be as follows:

Classification	New Hire Rate As of 7/1/22*	Job Rate As of 7/1/22*
Support Staff Patient Services Clinical Coordinator	\$21.09	\$22.20
Medical Documentation Clerk - Internal		
Medical Documentation Clerk - External		
Paraprofessional Staff	\$21.09	\$22.20

\*Increase becomes effective the first payroll period beginning on or after the dates specified.

2. Support Staff will be assigned to either Patient Services Clinical Coordinator, Medical Documentation Clerk – Internal or Medical Documentation Clerk – External, as their primary classification, but will also be cross-trained in other Support Staff duties. For purposes of classification seniority, the employee's primary classification will be used.
3. In conjunction with the upgrading of responsibility of certain Support Staff and the conversion to computer-based patient record keeping, VNA will provide training, for which training time employees will receive their regular compensation.
4. Until newly hired Support Staff or Paraprofessional Staff have completed twelve (12) full months of employment with VNA and worked or been paid a minimum of 2080 hours, those employees will receive the New Hire rate applicable to their position.
5. Commencing May 1, 2001, each active Support or Paraprofessional employee who has completed a multiple of five (5) full years of employment with VNA as of April 30 (e.g., the prior day) will receive a retention bonus in the amount of \$250. For example, an employee hired May 3, 1992 will not receive such payments on May 1, 2001 or 2002; will receive a payment May 1, 2003; will not receive payments on May 1, 2004, 2005, 2006 and 2007; will receive a payment May 1, 2008, and so forth. Such payments shall not be part of the hourly position rate.

## EXHIBIT A-1

## CHECK-OFF AUTHORIZATION

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date

PLEASE DO NOT WRITE IN ABOVE SPACE - FOR OFFICE USE ONLY

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO  
1319 Locust Street, Philadelphia, PA 19107

## APPLICATION FOR MEMBERSHIP

Please print

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Apt. \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Employed at \_\_\_\_\_ Dept./Job Title \_\_\_\_\_

Salary \_\_\_\_\_ Hrs. per week \_\_\_\_\_ Date Hired \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

## CHECK-OFF AUTHORIZATION

Date \_\_\_\_\_ 20 \_\_\_\_\_

To: \_\_\_\_\_ (the Employer)  
You are directed to deduct from my wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or fees or assessments to said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly pay checks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION, is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs herein.

This authorization is made pursuant to the provisions of applicable law including Section 302(p) of the Labor Management Relations Act of 1947.

Print Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Dept. \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

Revised 2/00



EXHIBIT A-2

CHECK-OFF AUTHORIZATION

Date: \_\_\_\_\_

To: \_\_\_\_\_

You are hereby authorized and directed to deduct an agency initiation service fee from my wages or salary as required by the National Union of Hospital and Health Care Employees, AFL-CIO, as a condition of employment and in addition thereto, to deduct each month my monthly agency service fee from my wages or salary; and to remit all such deductions so made to the National Union of Hospital and Health Care Employees, AFL-CIO, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction. This Authorization shall remain in full force and effect until the same is revoked by me in writing, copies of the revocation having been sent to the Agency and to the Union.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Office

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Social Security Number

EXHIBIT B

POLITICAL ACTION FUND CHECK-OFF AUTHORIZATION

**Political Action—Protection for your future**

District 1199C Political Action Fund Pledge

*PLEASE PRINT*

Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employed at: \_\_\_\_\_

Department \_\_\_\_\_ Job Title \_\_\_\_\_

Amount of Pledge \_\_\_\_\_ per month \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Register and Vote!*

District 1199C Political Action Fund

Check-Off Authorization

Date \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ \_\_\_\_\_ per month, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. \_\_\_\_\_ Signature \_\_\_\_\_

Dept. \_\_\_\_\_ Home Address \_\_\_\_\_

May 2, 2003

Mr. Peter Gould  
Executive Vice President  
District 1199C  
National Union of Hospital  
and Health Care Employees  
1319 Locust Street  
Philadelphia, PA 19107

Re: Caseloads

Dear Mr. Gould:

This letter will reconfirm our understanding that in the absence of a documented disability where an accommodation may be necessary, all clinical staff will be expected to carry full caseloads. The parties recognize that caseloads and case assignments must take into account many factors such as, but not limited to, geography, patient groupings and scope of service. The parties further agree there is no binding past practice under which an employee is entitled to a consistently lighter caseload as a result of the method of transportation selected by the employee to reach patients.

If the foregoing accurately sets forth our understanding, please countersign this letter below in the space provided.

Very truly yours,

THE VISITING NURSE ASSOCIATION  
OF GREATER PHILADELPHIA

By: \_\_\_\_\_/s/

Agreed: \_\_\_\_\_/s/  
Peter Gould, Executive Vice President  
District 1199C

May 1, 1999

Ms. Vivian Gioia  
Executive Vice President  
District 1199C  
National Union of Hospital  
and Health Care Employees  
1319 Locust Street  
Philadelphia, PA 19107

Dear Ms. Gioia:

In recognition of the Agency being operated on a twenty-four (24) hour, seven (7) day a week basis, the Agency may wish to establish a system of work schedules not now reflected in the collective bargaining agreement. Any such changes will be made only after agreement with the Union regarding all benefits affected by the hours of work.

If the foregoing accurately sets forth our understanding, please countersign this letter below in the space provided.

Sincerely,

THE VISITING NURSE ASSOCIATION  
OF GREATER PHILADELPHIA

By: \_\_\_\_\_/s/\_\_\_\_\_

Agreed: \_\_\_\_\_/s/\_\_\_\_\_  
Vivian Gioia, Executive Vice President  
District 1199C

June 8, 2010

Mr. Peter Gould, Executive Vice President  
District 1199C, National Union of  
Hospital and Health Care Employees, AFSCME, AFL-CIO  
1319 Locust Street  
Philadelphia, PA 19107

Re: Productivity

Dear Mr. Gould:

This letter addresses our ongoing concerns regarding the productivity of employees of the Visiting Nurse Association of Greater Philadelphia (the VNA). On January 11, 2006, I sent you a letter which in relevant part set forth certain understandings regarding productivity goals of the VNA for RN's working in its Managed Care Division (MCD), which following the receipt of training was to reach at least 35 visits per 37.5 hour week. After the conclusion of negotiations in 2006, I also sent you a letter, dated May 1, 2006, which set forth certain understandings reached regarding productivity goals of the VNA for RN's working in its Traditional Services Division (TSD). That goal, expressed as an average level of visits per week completed by full time RN's, was 27.5 to 30 visits per week measured over a rolling twelve week period.

In my earlier correspondence, I acknowledged that our goals were dynamic ones, which may be adjusted by the VNA either up or down to take into consideration any one of a number of factors which may impact the number of visits nurses may reasonably be able to complete. The earlier correspondence further recognized that there may be factors associated with an individual nurse's duties or assignments which must be taken into consideration in evaluating her or his productivity as measured in visits per day or per week.

The purpose of this letter is to update and restate the VNA's continuing goal of achieving efficient performance from all of our employees. I want to note that since the signing of the 2006 letters, the length of the normal workweek has increased for our clinical staff from 37.5 to 40 hours per week, and therefore, our goals for productivity have risen accordingly. In addition, although our earlier correspondence dealt specifically with RN's, we have similar expectations for our other clinical staff as well. Using a measure of a rolling 12 week period in all cases, we now expect our clinical staff to meet the following average number of visits:

RN's in TSD	6.0 to 6.5 visits per day
RN's in MCD	6.5 to 7.0 visits per day
RN's regularly working Friday/	10 visits per week

Saturday/ Sunday or Saturday/  
Sunday/Monday schedules

RN's regularly working Saturday/ 7 visits per week  
Sunday schedules

LPN's (TSD and MCD) 7 visits per day

Home Health Aides (TSD and MCD) 6 visits per day

It is my understanding based on our recent negotiations that the Union continues to recognize the right of the VNA to establish the above productivity goals, and to adjust them from time to time based on factors which may impact the pace with which our employees can complete visits providing quality care and complete required documentation. The home health care industry is a dynamic one, affected by changing regulations, reimbursement methods and technology, all of which impact on the way in which RN's, LPN's and Home Health Aides approach their jobs. Obviously, all of the above may have an impact on the number of visits which can or should be completed in a given period of time.

The VNA shares with the Union, the belief, that although we may at times take steps, including discipline, to increase an employee's productivity, any discipline must meet a just cause standard. The VNA also recognizes that factors which may affect an individual employee's productivity include, but are not limited to, the types and complexity of cases, the geographic dispersal of assignments and the number of case openings in such employee's assignment. The Union acknowledges that because productivity is measured over a twelve week period, some variation in such factors already has been taken into account in the establishment of productivity goals.

If the forgoing accurately sets forth our understanding, please countersign in the space provided.

Very truly yours,

THE VISITING NURSE ASSOCIATION OF  
GREATER PHILADELPHIA

\_\_\_\_\_/s/  
By: Gary S. Grayshaw  
Senior Vice President, Human Resources

DISTRICT 1199C

By: \_\_\_\_\_/s/  
Peter Gould  
Executive Vice President

September 30, 2022

Paul Grubb  
District 1199C  
National Union of Hospital and Health Care Employees  
1319 Locust Street  
Philadelphia, PA 19107

re: Home Health Patient Satisfaction Bonus Program

Dear Mr. Grubb:

As the home health industry prepares to fully implement a value-based system of reimbursement on January 1, 2023, it is incumbent on all those who are involved in the delivery of service to focus their efforts on meeting the criteria with which the Centers for Medicare and Medicaid Services (CMS) use as tools to pay providers. VNA has identified one area in which VNA would be willing to pay bonuses to eligible employees if certain targets are achieved. This letter describes the program and supersedes the June 16, 2017 side letter regarding Home Health Patient Satisfaction and Outcomes Bonus Program.

In general, CMS evaluates various criteria, including patient satisfaction, on rolling 12-month cycles. CMS issues its results quarterly, approximately six to seven months after the 12-month cycle has been completed. Thus, the results for the 12-month period from 1-1-21 through 12-31-21 were made available in July 2022, and the 4-1-21 through 3-31-22 results will be made available in October 2022.

#### **Home Health Patient Satisfaction Bonus**

This survey tool evaluates five different measures of patient satisfaction. For the most recent reporting period, VNA achieved a "Star Rating" of 2.0. Our immediate goal is to achieve a Star Rating of 4.0. For each quarter in which VNA achieves a Star Rating of 4.0 or higher, a bonus of \$250 will be paid to each bargaining unit member who was actively employed by VNA during the entire 12-month measurement cycle and who remains employed as of the pay period in which the bonus is paid. Thus, the maximum number of bonus payments any employee could earn in a year is four (one for each quarter in which the Star Rating of 4.0 or above has been achieved). When bonuses have been achieved, they will be paid by the second pay period after release of the CMS report. Employees who are on leave of absence for more than 90 days during the applicable 12-month cycle will be eligible on a pro-rated basis.

#### **Effective and Expiration Dates**

The first 12-month cycle being measured will be for the period commencing October 1, 2022 and ending September 30, 2023. VNA in its sole and absolute discretion may end this Bonus Program by notifying the Union of that fact. However, in the event of such termination, VNA will pay out any bonuses earned for the 12-month periods ending prior to the date of notification. For example, if VNA were to give notice of termination on 10-1-24, it still would pay bonuses

earned for the 12-month periods up to and including 10-1-23 through 9-30-24. The parties recognize that CMS controls the metrics used in its evaluations, and that those metrics or reporting methods may be modified or deleted by CMS in the future. In the event of a substantive change by CMS, the parties will discuss whether this Bonus Program should be modified, but failing agreement on any such modifications, VNA retains the right to terminate the Bonus Program.

If this letter accurately sets forth your understanding of the Bonus Program and you agree to its implementation, please sign, date and return to me a copy of this letter.

Sincerely,

---

AGREED TO AND ACCEPTED: District 1199C

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Grubb

Date:11/10/2022

Paul Grubb  
 District 1199C  
 National Union of Hospital and Health Care Employees  
 1319 Locust Street  
 Philadelphia, PA 19107

re: Visit Productivity Standards

Dear Mr. Grubb:

This letter confirms our understanding of VNA daily visit productivity standards when scheduling employees' visits. A point system will be utilized to assign a weight to the various visit types. Social Work non-visit activity will also follow the point system. Visit productivity measurements will be calculated based on the number of visit points completed and total number of hours worked per assigned workday.

Assigned visit points are as follows:

<b>Visit Type</b>	<b>Visit Points</b>
Start of Care (RN, OT)	2
Resumption of Care (RN, OT)	1.5
Recertification (RN, OT)	1.5
Revisit (RN, LPN, OT, MSW, HHA)	1
Evaluation (RN, OT, MSW)	1
Non-Visit Activity for 1.25 hours (MSW)	1

Daily visit productivity standards for each discipline are as follows:

<b>Employee Type</b>	<b>Visit Points</b>
Registered Nurse	6
Licensed Practical Nurse	7
Occupational Therapy	6
Social Work	6
Home Health Aide	6

The Agency retains the right to modify visit productivity standards based on the parties' experience working pursuant to the framework established in this side letter. In addition, the Agency may modify or discontinue the types of visits described in this letter or introduce new types of visits in the future. The Agency will provide notice to the Union if it modifies the established visit productivity standards, modifies or discontinues an existing visit type, or introduces a new visit type.

The parties agree that visit scheduling shall be governed by the following rules:

1. Employees must report to their assigned scheduler or manager by telephone/email by 1:00 p.m. regarding any visits for the following day that they know cannot be completed and must be returned to the scheduler to be reassigned to another employee. For weekend visits, employees must complete this task by 1:00 p.m. on the Thursday prior to the weekend. In the case of Social Workers who do their own visit scheduling, those employees must report to their scheduler or manager by telephone or email any cancellations or adjustments to their schedules that they are unable to reschedule within seven (7) days,
2. Employees must report to their assigned scheduler or manager by 10:00 a.m. to inform the scheduler of their confirmed visits for the day.
3. Employees must immediately report any visit cancellations or adjustments to their scheduler or manager by telephone or email. SOC or ROC visit changes or the need to “return” any assigned visits must be communicated by phone or email.
4. Employees must report any overflow visits to the scheduler or manager that cannot be completed by the employee by 10:00 a.m. for reassignment to another employee. Overflow visits are defined as any visit(s) that exceed the employee’s standard daily visit points that the employee is unable or unwilling to complete.
5. The Agency will notify employees of additional visits that exceed visit productivity standards by 12:00 noon by phone and discuss the visit(s) with the employee as well as the employee’s workday for the remainder of the day.
6. After 12:00 noon, the Agency will only assign additional visits that exceed visit productivity standards by mutual agreement with the employee following a good faith discussion between the employee and scheduler or manager, unless the contemplated visit is a clinically urgent visit. Clinically urgent visits triaged by the manager may include, but are not limited to, catheters, IVs, enteral feedings, or ostomies. During the good faith discussion, the employee must work in good faith with the scheduler or manager to triage visit priorities for the day and determine whether the additional visit can be included in the employee’s schedule.

The parties agree that the following guidelines apply to visit productivity:

1. VNA recognizes that there are factors associated with an individual home health caregivers’ duties or assignments which must be taken into consideration when evaluating their productivity.
2. Factors which may affect an individual home health caregiver’s productivity include, but are not limited to, patient acuity and complexity of care, geographical location of assigned patients, and the number of newly assigned patients in the employee’s caseload, etc.
3. For employee performance evaluation purposes, average daily productivity shall be measured over a rolling twelve-week period.

4. The rolling twelve-week productivity measure standard shall supersede and replace the “rolling four pay periods” measure in section 10.10, subsection (f) and any other different measure anywhere else in the CBA.
5. Additionally, productivity goals shall be adjusted based on factors that may impact the pace that employees can safely complete visits providing quality care and complete required documentation.
6. VNA consideration and adjustment for home health caregivers’ non-visit activity may include, but is not limited to:
  - A. Adjustment for aggregate daily travel time exceeding 30 minutes from one visit to the next.
  - B. Adjustment for mentoring, partnering, and training new hires.
  - C. Adjustment for patient assignment scheduling delays.
  - D. Adjustment for staff meetings, trainings, conferences, education sessions, and in-services, whether in-person or remote.
  - E. Adjustment for meal periods, rest/restroom breaks, and in-the-field travel time to and from appropriate clean, safe, and accessible facilities.
7. Days not worked shall not be included in rolling twelve-week productivity calculations. Partial days worked will be included but will be pro-rated based on total hours worked and number of visit points completed.

If the foregoing accurately sets forth our understanding, please countersign this letter below in the space provided.

Very truly yours,

THE VISITING NURSE ASSOCIATION OF  
GREATER PHILADELPHIA

By: \_\_\_\_\_/s/\_\_\_\_\_

Agreed: \_\_\_\_\_/s/\_\_\_\_\_  
Paul Grubb  
District 1199C

11/10/2022

Paul Grubb  
District 1199C National Union of Hospital and Health Care Employees  
1319 Locust Street  
Philadelphia, PA 19107

re: Residency / Mentorship Program

Dear Mr. Grubb,

The VNA has suspended the Home Health Nurse Residency/Mentorship Program due to the extensive resources required for the program. Accordingly, VNA will not hire new graduate nurses or nurses without nursing experience. VNA reserves the right to relaunch the Home Health Nurse Residency/Mentorship Program at a future date. In the event that the Home Health Nurse Residency/Mentorship Program is relaunched, the contents and order of the training program can be modified to meet the educational needs of program participants or to address future changes in home health regulatory requirements. In that event, VNA will agree to meet with the Union to discuss the elements of the program.

The new hire orientation has been revised with the amended schedule attached. Be advised that the new hire orientation schedule is subject to change. Each employee's orientation is individualized for his/her learning needs. Further, the orientation plan may be modified based on the employee's past VNA of Greater Philadelphia work experience, home health experience, knowledge of the current EMR system, education level, or future regulatory changes.

Week #	Day #	New Hire Orientation Agenda	Job Classification
1	1	Corporate Orientation	All
1	2	Clinical Orientation 1. Home Health Basic Regulations 2. VNA Specialty Programs 3. OASIS Assessments 4. Logins: Phone, Email, Voicemail, Home Care Home Base (HCHB) 5. Introduction to Assigned Team 6. Education Modules	All
1	3	Clinical Orientation 1. Clinical Policies and Procedures (infection control, bag technique, hand hygiene, safety, fall risk assessment, visit safety, driver safety, etc.) 2. Forcura Education 3. Medications 4. HHA Care Plan and Documentation 5. Education Modules	All  RN, LPN, OT, SW RN, LPN, OT HHA All
1	4 - 5	Clinical Orientation 1. HCHB Topics (clinical best practices, point of care routines, synch definitions, mileage calculations, reviewing referral information, ordering supplies, service codes, etc.) 2. Documentation 3. Education Modules 4. Field Orientation Schedule 6. Clinical Office Orientation Schedule 7. Workday Standards: Visit Productivity, Patient Scheduling	RN, LPN, OT, SW  RN, LPN, OT, SW All RN, LPN, OT, SW RN, LPN, OT, SW All
2	1	Field Orientation 1. Joint Visits to Observe Patient Care	All
2	1	Field Orientation 1. Complete SOC Visit with Preceptor 2. Complete SOC Documentation with Clinical Educator 3. Patient Visits with Mentor to Perform Patient Care 4. Complete Visit Documentation with Clinical Educator	RN, OT RN, OT LPN, SW, HHA LPN, SW
2	3 - 5	Field Orientation 1. Complete SOC Visit Alone and 1 Revisit (3 Visit Points/Day) 2. Complete Eval Visit and Patient Visits Alone (3 Visits Points/Day) 3. Complete Patient Visits Alone (3-4 Visit Points) 4. Complete Patient Visits Alone (4 Visit Points) 5. Complete SOC Documentation with Clinical Educator 6. Complete Visit Documentation with Clinical Educator	RN OT, SW LPN HHA RN LPN, OT, SW
3 - 4	1 - 5	Field Orientation 1. Complete SOC Visits and Revisits (3 Visit Points/Day) 2. Complete 4 Visit Points/Day 3. Follow Up with Clinical Educator for Questions and Guidance	RN LPN, OT, SW, HHA All

		4. QAPI Evaluation of Employee Progress	All
Week #	Day #	New Hire Orientation Agenda	Job Classification
5	1 - 5	Field Assignments 1. Complete SOC's and Revisits (4 Visit Points/Day) 2. Complete 4-5 Visit Points/Day 3. Complete 5-6 Visit Points/Day 4. Begin Case Management 5. Build Caseload	RN OT, SW, HHA LPN RN, OT, SW RN, OT, SW, HHA
6	1 - 5	Field Assignments 1. Complete 4 Visit Points/Day 2. Complete 4-5 Visit Points/Day 3. Complete 5-6 Visit Points/Day 4. Case Management 5. Build Caseload 6. QAPI Employee Evaluation 7. New Employee Hand Off to Team	RN OT, SW, HHA LPN RN, OT, SW RN, OT, SW, HHA All All
7	1 - 5	Field Assignments 1. Complete 4-5 Visit Points/Day 2. Complete 4-5 Visit Points/Day 3. Complete 6 Visit Points/Day 4. Complete 5 Visits Points/Day 5. Case Management 6. Build Caseload	RN OT, SW LPN HHA RN, OT, SW RN, OT, SW, HHA
8	1-5	Field Assignments 1. Complete 5-6 Visit Points/Day 2. Complete 6-7 Visit Points/Day 3. Caseload Management 4. Build Caseload	RN, OT, SW, HHA LPN RN, OT, SW RN, OT, SW, HHA
9	1 - 5	Field Assignments 1. Complete 6 Visit Points/Day 2. Complete 7 Visit Points/Day 3. Caseload Management	RN, OT, SW, HHA LPN RN, OT, SW