AGREEMENT

BETWEEN

VNA HEALTH GROUP OF NEW JERSEY, LLC

AND

JNESO - DISTRICT COUNCIL 1, IUOE/AFL-CIO

THE VISITING NURSE ASSOCIATION
OF CENTRAL JERSEY, INC.
STAFF NURSES ASSOCIATION

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APRIL 1, 2017 THROUGH MARCH 31, 2020
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JNESO AGREEMENT

This Agreement made as of April 1, 2017 by and among the VN A Health Group of New Jersey, LLC, a New Jersey limited liability company hereinafter referred to as the “the Employer”, and JNESO, District Council 1, IUOE, AFL-CIO, hereinafter referred to as the “Union” and the local component of JNESO, the VNACJ Staff Nurses’ Association, hereinafter referred to as the “Association.”

PREAMBLE

Whereas, it is the desire, intent and purpose of all parties hereto that this Agreement shall provide for the maintenance of high standards of nursing, and

Whereas, it is also the desire, intent, and purpose of all parties that this Agreement shall make provision for the terms and conditions of employment to be observed among the parties hereto.

Now, therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby agreed by and among the parties hereto as follows:

ARTICLE 1 – RECOGNITION

Section 1:

The Employer recognizes JNESO as the exclusive representative of all LPN and Registered Nurses employed by the Employer at existing Monmouth County locations who hold the following job titles: Staff Nurse (Home Care, Hospice, Personal Care, Community Health and Community Service Nurses; Staff Nurse Level III; ( including Service Coordinators and Home Care Intake
Coordinators; Hospice Liaisons and Hospice Liaison Coordinators; Licensed Practical Nurses; Population Care Coordinator, RN Assessors, RN Care Coordination Coaches and RN Care Coordinators. Population Care Coordinators, RN Assessors and RN Care Coordination Coaches will be considered exempt under the Fair Labor Standards Act (FLSA), and are not eligible for out of county pay.

Section 2:

A. The Employer may employ per diem Registered Nurses (“RNs”) and LPN’s on a per diem basis. All per diem RNs/LPN’s hired after March 18, 1991 will be included in the bargaining unit represented by JNESO, except those specifically working with the VNACJ Flu program and the Senior Wellness Program.

B. The Employer agrees that the hiring of per diem RNs/LPN’s will not be used by the Employer to reduce the number of full-time Nurses presently in the employ of the employer. Nothing contained herein shall require the Employer to employ part-time or per diem RNs/LPN’s for any purpose or at any time.

C. A per diem RN is one who works to supplement the regular staff and who is utilized after regular staff has been offered and declined available work.

D. Per diem RNs/ LPN’s shall have a non-permanent work schedule. Work shall be offered among them by seniority.

E. The per diem RN/LPN’s shall receive no benefits, except mileage.
Section 3: Probationary Period:

Nurses will be on a confirmation period for three (3) calendar months from date of hire. During the confirmation period, a minimum of one (1) interim progress report will be given. During the confirmation period, the Nurse will be subject to demotion, suspension, and other discipline or discharge at the sole discretion of the Employer, without recourse to the grievance and arbitration procedure. With the exception provided above, Nurses will be covered by this Agreement during the confirmation period. At VNACJ’s sole discretion, the confirmation period for nurses may be extended for up to two (2) months past the end of the three (3) calendar month normal confirmation period.

Section 4:

Immediately after the Employer’s first day of orientation for a new employee (excluding per diem Nurses), the local representative will provide a copy of the Agreement to new employees and be provided a time and place to meet with the new employee. The Local shall also be provided an opportunity to meet with per diem employees once she/he has met the qualifications for membership. The local representative and the newly hired employees will be provided thirty (30) minutes for this meeting, including travel time. The employer will notify the Local President or his/her designee of the time and location of orientation meetings. The Local President/Executive Committee Member will be notified at least one week (inclusive of weekends) before the orientation.

Section 5:

The Employer will provide to the Union on a monthly basis, a list of all new nurse hires including their names, addresses, phone numbers the Employer’s voicemail, social security numbers, job
titles, regional office location, salaries, dates of hire and employment status. The Employer will apprise the Union of all name changes, resignations, terminations and leaves of absence on a monthly basis.

Section 6:

The Employer has the right to use Managers or any other qualified nurse within the agency only after the following criteria has been met:

1. A critical need has been established,

2. JNESO Labor Representative and its’ Local President will be notified via email of the need for critically needed staffing,

3. An E-blast and robocall will be made to all JNESO members (including Level III’s) of the Critical Need Incentive in accordance with Schedule C – Staff Levels and Recognition Pay, Section 6 (Critical Need Incentive Pay),

4. If no JNESO member responds within (2) two hours, the employer may move to utilizing non bargaining unit members, including management personnel, who are qualified to do said visits.

5. Effective April 1 2018, Management personnel may not be utilized for a total of more than 22.5 hours a month as per Schedule C Section I. Effective April 1, 2018, Non Bargaining unit members and Management cannot be utilized for more than three times a month for on call shift coverage.

6. JNESO Labor Representative and the Local President will be provided an email once filled with the name of the bargaining
unit member or will be told if it was non-bargaining unit employees and hours worked utilized under this Section. Upon review, JNESO may request for postings of additional full or part time positions. If an average of 15 hours of critical need coverage has been utilized per week over the course of a 60 day period, a part time position must be created and posted for hire.

7. The Employer agrees that it will not use such management, outside Monmouth County nurses or agency nurses to deprive the bargaining unit of bargaining unit positions. Prior to utilizing said nurses, the Employer shall inform and offer JNESO bargaining unit members in accordance with the procedure above. Bargaining unit members shall be able to bump management or Non JNESO nurses utilized under this provision from such work with at least twenty-four (24) hours’ notice to the appropriate manager. The employer agrees to utilize Agency Nurses only if still unable to meet staffing levels.

Section 7:

A. All work shall be offered to bargaining unit members first. The order of scheduling shall be: 1. Full-Time and Part-Time; 2. Per Diem. Scheduling shall be based on seniority (most senior first).

B. Full-time and part-time employees may submit their availability in writing as early as possible for the additional hours each month, but no later than Monday for the following week. If an employee fails to submit her/his available time by Monday, then Section 7A shall not apply for that week. Once the weekly schedule is completed and posted, Section 7A will be used for all additional work available. A full-time or part-time employee must
provide forty eight (48) hours notice if she/ he does not intend to work their submitted available time. In absence of an emergency, if forty eight (48) hours’ notice is not provided, she/he shall lose scheduling rights for the next work day.

C. Per Diem employees shall be offered sufficient work for a seven and one-half (7.5) hour work day. All additional work for Per Diem employees beyond seven and one-half (7.5) hour day shall be offered upon contacting the office and on a first come, first serve basis.

D. Per Diem employees may submit their availability in writing as early as possible for each month but no later than every Monday for the following week. If a Per Diem fails to submit their available time by Monday, she/he shall move to the bottom of the list for work for that week. A Per Diem must provide forty-eight (48) hours notice if she/he does not intend to work their submitted available time. In the absence of an emergency, if forty-eight (48) hours’ notice is not provided, she/he shall lose scheduling rights for the next work day.

E. The exceptions to the scheduling provision of this section are situations where a nurse does not possess the clinical competence to perform the available visit or documented emergency. If disputes arise regarding scheduling, the nurse shall provide reasonable notice for a request to review the Home Care Home Base Utilization Report, and the reason for the dispute to the team manager. At that time, the nurse, shop steward, union representative, and manager shall review the Home Care Home Base Utilization Report.
ARTICLE 2 – HOURS OF WORK:
OVERTIME, NIGHT CLINICS, WEEKEND AND HOLIDAY CALLS

Section 1:

A. The normal work week for full-time employees hired prior to April 1, 1996, except as otherwise provided in this Agreement and as set forth in the Employer’s job descriptions, shall consist of thirty-seven and one-half (37 1/2) hours, Monday through Friday. The normal work week for full-time employees hired April 1, 1996 or thereafter shall be thirty-seven and one-half (37 1/2) hours within a seven (7) day period.

B. The normal shifts of work (excluding employees on a work schedule option under Article 28) shall be within blocks of time as follows:

(1)  7:00 a.m. - 6:00 p.m.
(2)  10:30 a.m. - 9:00 p.m.
(3)  2:00 p.m. - 12:00 a.m.
(4)  8:30 p.m. - 9:00 a.m.

No Assignments or split shift assignments will be made to shifts other than the shift on which each employee was working as of April 1, 1996 except in cases of rotation (as defined in this Agreement). Temporary changes to employees’ regular work hours shall be limited to ten (10) days per-quarter. Assignments shall be made first by volunteers, and if not filled, by inverse seniority.

Section 2:

There will be a thirty (30) minute unpaid lunch period and one
fifteen (15) minute paid rest period provided each work day.

Section 3:

Authorized work performed beyond the regular work schedule and in excess of thirty (30) minutes shall be compensated in the equivalent of straight time for the number of hours in excess of thirty-seven and one-half (37-1/2) hours and up to forty (40) hours in one workweek. Time beyond forty (40) hours in one work week will be paid at time and one-half (1-1/2). This section covers all evening and weekend clinics or screening sessions as follows: Volunteers shall be sought from the appropriate health center personnel to provide human resources to carry on the session. Nurses shall be reimbursed at straight time up to forty (40) hours with a minimum of three (3) hours guaranteed per session or clinic. Overtime is voluntary.

Section 4:

To be compensated for overtime, the overtime must first be authorized by the immediate supervisor and appear on the weekly time sheet covering the workweek in which earned.

Section 5: Weekend Rotation

A. In addition to their regular work, all regular full-time and part-time, full-time flex, full-time and part-time per visit and per diem nurses will work a rotating weekend commitment. Nurses will rotate within their specific programs, except that nurses who are regularly assigned to work at least one (1) weekend day per week shall not be required to work weekend rotations. The maximum weekend rotation requirement for employees shall be three (3) weekends per quarter. Part-time Nurses will be required to work prorated weekend rotations based upon hours scheduled in accordance with Article 26, Section 5. Per Diem Nurses shall be
required to work one (1) weekend and one (1) weekend day per quarter. Per diems shall be paid for actual hours worked on weekend rotation.

B. There will be a quarterly weekend rotation list. Each nurse shall submit a quarterly request in writing with weekend work availability to her/his immediate Supervisor on/or before the following dates: First quarter – Third Monday of the prior November; Second quarter – Third Monday of February; Third quarter – Third Monday of April; Fourth quarter – Third Monday of August. The employee shall have a response to weekend availability requests within five (5) working days of contract due date of the request. Weekend rotation shall be assigned by seniority.

C. The weekend rotation Nurse will be on duty from 8:30 am. to 4:30 p.m. except that in the event there are less than two (2) nurses otherwise scheduled in Home Care and one (1) in Hospice to work on a weekend day until 9:00 pm, the Employer will seek volunteers first to work weekend rotation hours of 1:00 pm to 9:00 pm. In the absence of two (2) homecare nurses and one (1) hospice nurse to work on a weekend day until 9:00 pm, may schedule one or two homecare nurses and one hospice nurse to work weekend rotation hours on 1:00 pm to 9:00 pm to be assigned with the quarterly schedule by inverse seniority. If there are two (2) or more cases requiring an 8:30 a.m. visit (i.e., diabetics), the Nurse may commence work at 8:00 a.m., with prior supervisory approval. If the first or last patient’s home is beyond the normal travel time to the office, additional travel time will be part of the normal workday.

D. For a weekend rotation of two (2) days, all full-time and part-time nurses who are scheduled to work as a .6 FTE or more will be scheduled for one (1) day off between Monday and Friday
of the workweek prior to the weekend and one (1) day off between Monday and Friday of the workweek immediately following the weekend. At the time of scheduling, the nurse on rotation may submit requests for particular days off. In the event of a conflict in nurses’ selection of days off, seniority will prevail. Extra hours between Monday and Friday resulting from the weekend rotation schedule will be offered first to JNESO members, with non-overtime hours offered first, followed by overtime hours.

E. Employees (except per diems) who are on weekend rotation for two (2) days shall be scheduled to work their entire shift for Saturday and Sunday during the weekend rotation. Per diems shall be assigned time or visits on weekend rotation as needed by the Employer. If scheduled and cancelled on a weekend assignment the time scheduled shall be counted as their weekend commitment. Programs within the Employer that do not routinely schedule two (2) day weekend rotations (for example, Hospice, CPU) may continue with their scheduling practices. Except as provided herein and in Article 2, section 3, all weekend time will be scheduled on the Nurse’s regular shift.

F. Part-time Nurses will receive compensation in money and not in time for overtime work.

Section 6: Holiday Rotations

A. In addition to their regular work, all regular full-time and part-time, full-time flex, full-time and part-time per visit nurses and per diem nurses will work a rotating holiday commitment. Nurses will rotate within their specific programs. There will be a quarterly holiday rotation list. Holiday rotation requests shall be made in accordance with the weekend scheduling procedure set forth in Article 2, Section 6B.
B. The holiday rotation is equitably rotated; no employee shall work the same holiday two (2) consecutive years, unless mutually agreed upon. The maximum holiday rotation requirement shall be three (3) holidays per year per full-time employee and one (1) holiday per year for per diem employees. Part-time nurses will be required to work a prorated holiday rotation based on hours scheduled in accordance with Article 26, Section 5.

C. The holiday rotation Nurse will be on duty from 8:30 a.m. to 4:30 p.m. except that in the event there are less than two (2) nurses otherwise scheduled in Home Care and one (1) in Hospice to work on a weekend day until 9:00 p.m., the Employer will seek volunteers by seniority first to work holiday rotation hours of 1:00 p.m. to 9:00 p.m. In the absence of two (2) Home Care nurses and one (1) hospice nurse to work on a holiday until 9:00 p.m., the Employer may schedule one or two Home Care nurses and one Hospice Nurse to work holiday rotation hours on 1:00 p.m. to 9:00 p.m. to be assigned with the quarterly schedule by inverse seniority. If there are two (2) or more cases requiring an 8:30 a.m. visit (i.e., diabetics), the Nurse may commence work at 8:00 a.m., with prior supervisory approval. If the first or last patient’s home is beyond the normal travel time to the office, additional travel time will be part of the normal work day.

D. Nurses on holiday calls will be scheduled on their shifts and will be guaranteed two (2) hours. Staff will be scheduled according to patient needs until the time released by the Supervisor. For the additional calls, said Nurse shall be paid at the straight time rate up to forty (40) hours in that work week. Nurses on holiday additional calls will be guaranteed two (2) hours at time and one-half (1.5), or time and one-half for actual hours worked, whichever is greater. Nurses working holidays shall be paid double time and one-half (2.5) for hours worked. If scheduled and
cancelled on the holiday assignment, the time scheduled shall be counted as their holiday commitment.

E. If an employee calls out sick or otherwise fails to work on a scheduled holiday, that day shall not be credited to the employee’s holiday commitment and the employee shall make up the day(s) by working the missed number of holidays, as applicable.

F. Part-time Nurses will receive compensation in money and not in time for overtime work.

Section 7:

The Employer shall have the right to schedule additional calls between 4:30pm and 9:00pm. Such calls shall be filled by volunteer, who shall be paid at their regular hourly rate for the entire duration of the call period. In the event visits are made during the call period between 4:30pm and 9:00 pm the nurses shall also receive the regular hourly rate and mileage for such visits.

The Employer shall have the right to schedule weekend calls between 8:30am and 12:00 pm on Saturdays and Sundays. Such calls shall be filled by full-time or part time employees on a volunteer basis by seniority. Employee shall be paid at the rate of $15.00 / hour for On Call hours, and shall be paid their regular rate portal to portal (On scale hourly rate or per visit rate, as applicable) and mileage portal to portal for visits made during the On Call period. On Call assignments shall be scheduled as part of the quarterly weekend rotation schedule as set forth in Article 2 section 6B.
Section 9:

Additional calls shall be implemented where necessary to meet patient needs. This shall be reviewed quarterly.

Section 10:

The work week shall commence on Sunday and end on Saturday, and pay day shall be Friday with nurses being paid at the same frequency as of April 1, 2011.

ARTICLE 3 – SALARIES AND CLASSIFICATIONS

Section 1:

During the term of this Agreement, the rates of pay for each classification of Registered Nurse and Licensed Practical Nurse covered by this Agreement shall be in accordance with the Salary Guides set forth on Schedule A and Schedule B, or in accordance with Article 28 (Work Schedule Options).

Effective April 1, 2017 all employees who are not moving to a new rate on the Salary Guide shall receive an across the board wage increase of 1.5% added to their base hourly rate.

Effective April 1, 2018 all employees shall receive an across the board wage increase of 1.5% added to their base hourly rate.

Section 2:

Registered Nurses having a current professional license shall be classified by the Employer as follows: Staff Nurse, Staff Nurse Level III, as defined in Article 1, Section 1.
Section 3:

In order to become eligible for promotion or hired as a Level III, Registered Nurses must have worked as a Registered Nurse in homecare for twelve (12) months.

Section 4:

Any changes in current job descriptions are subject to mutual agreement.

**ARTICLE 4 – VACATIONS**

Section 1:

A. For Nurses, following confirmation of employment, the following vacation schedule is in effect, accrued from the first day of employment. The schedule is based upon a 37.5 hours regular work week. Employees who work less than 37.5 hours per week shall receive vacation prorated on the following schedule, unless otherwise specified in this Agreement.

1. Employees continuously employed for at least six (6) months shall be entitled to seven and one-half (7-1/2) days vacation.

2. Employees continuously employed for at least six (6) months, but less than two (2) years shall be entitled to fifteen (15) days per year, accrued at the rate of 0.288 days per week.

3. Employees continuously employed for at least two (2) years but less than five (5) years shall be entitled to twenty (20) days per year, accrued at a rate of 0.385 days per week.
4. Employees continuously employed for at least five (5) years but less than ten (10) years shall be entitled to twenty-two (22) days per year, accrued at the rate of 0.423 days per week.

5. Employees continuously employed for at least ten (10) years shall be entitled to twenty-five (25) days vacation, accrued at a rate of 0.481 days per week.

**B.** The first pay period in December, the Nurse’s unused accrued vacation leave in excess of the Nurse’s annual accrual amount shall be converted to pay in lieu of vacation time off to be paid in a separate paycheck. Starting January 1, 2015, the nurses unused accrued vacation leave in excess of the nurses annual accrual amount is to be taken by March 31st of the year following the year earned. If it is not taken by that time the excess vacation time will be forfeited.

**C.** Starting in January 1, 2015, if an employee submits requests for vacation in accordance with his/her accrued time and is denied three times (3) annually, the employee may request pay in lieu of vacation at the regular rate if unable to be taken by the end of the calendar year. However, upon mutual agreement and written approval of management, the employee may be able to carry over the earned, but unable to be taken, vacation time to be used in the first quarter of the following year, in excess of your annual accrual.

**Section 2:**

**A.** Each nurse is to submit a quarterly request for vacation to her/his immediate Supervisor on the following dates: First quarter – First Monday of the prior November; Second quarter – First Monday of February; Third quarter – First Monday of April; Fourth quarter – First Monday of August. Vacation time is
determined by seniority, and, if in the opinion of the supervisor patient care demands can be fulfilled, then two or more requests for the same time period may be granted. The employee will have a response to vacation requests within five (5) working days of the applicable contract date for submission of vacation requests.

B. All vacation time may be taken only with the approval of the Supervisor, based on demand for patient care. The Supervisor will consider vacation requests for vacations up to two (2) vacation days to be taken during the period of seven (7) working days before Christmas up to and including three (3) working days after New Year’s Day. Vacation time may be taken in segments of not less than two (2) hours. If two or more Nurses submit their request on the same day for the same vacation time, and both requests cannot be granted, seniority will prevail.

Section 3:

A. If a Nurse sustains a serious health condition as defined in the Family and Medical Leave Act (FMLA) during vacation, said time will be considered sick leave upon submission of proof from the Nurse’s physician.

Section 4:

A. Vacation time may not exceed three (3) consecutive weeks except that, between June 15th to September 15th, vacation time may not exceed two (2) consecutive weeks. Requests for more than three (3) weeks of vacation in any calendar quarter and requests for more than two (2) weeks of vacation between June 15th and September 15th will be granted only after requests from all other employees in the appropriate program or health center have been granted, and then only if it does not interfere with the effective and efficient operation of the Employer.
B. Vacation time may be taken for periods exceeding three (3) consecutive weeks for the period of September 16th through June 14th or two (2) consecutive weeks between June 15th through September 15th provided there are extenuating circumstances. “Extenuating circumstances” shall include, but not be limited to the following:

1. Foreign travel; proof of travel required;

2. Educational requirements relating to job performance which may only be fulfilled by an extended vacation;

3. Extended hospitalization and recovery.

Section 5:

Any employee transferring from full time or part time to per diem will receive their payout of vacation and personal time contingent upon providing sufficient notice as detailed in Article 17 Section 1.

ARTICLE 5 – HOLIDAYS AND PERSONAL DAYS

Section 1:

Nurses shall be entitled to the following paid holidays each year: New Year’s Day; Martin Luther King’s Birthday or President’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In addition, each nurse shall be entitled to one (1) additional holiday each year to be taken during the period of seven (7) working days before Christmas up to and including three (3) working days after New Year’s Day. The float day range may be extended to December 1st through January 31st, if mutually agreeable between Supervisor and Nurse. The
determination of which day is to be taken as the holiday shall be made by the Manager based on the expressed preference of each Nurse and seniority. Scheduling of holiday time for home care shall be in accordance with the quarterly holiday request procedure in Article 2, Section 6B. Holiday time for hospice nurses shall be scheduled annually.

Nurses shall be entitled to one additional float holiday during each year in which a U.S. Presidential Election is held, which shall be scheduled in accordance with the quarterly vacation request procedure in Article 2, Section 6B.

Section 2:

When a holiday falls on a Sunday, it is observed the following Monday. When a holiday falls on a Saturday, it is observed on the preceding Friday. When a holiday occurs during a vacation period, an additional day of vacation will be granted.

When Christmas Day and/or New Year’s Day falls on either a Saturday or Sunday, any nurse who works on the actual holiday will receive holiday pay plus the day (holiday) back.

For Baylor staff nurses (Article 28, Work Schedule Option Nos. 6 and 7) who work on a Christmas Day, Fourth of July, and New Year’s Day that fall on either a Saturday or Sunday, such holidays worked will count toward the Baylor nurse’s holiday work commitment for the applicable year.

Section 3:

Nurses shall be entitled to four (4) days for religious or personal reason days a calendar year. Nurses shall submit requests for religious holidays at the beginning of the year on the quarterly
rotation schedule to their immediate Supervisor on the following dates: First quarter – first Monday of the prior November; Second quarter – first Monday of February; Third quarter – first Monday of April; Fourth quarter – first Monday of August. Such days are accrued at the rate of one (1) day for every three (3) calendar months at work and will be forfeited without compensation if not taken by March 31 of the year following the year earned. Not more than two (2) personal days shall be taken at any one time. Part-time Nurses will receive pro-rated personal days per calendar year based on hours paid. Requests for personal days must be made to the Supervisor with at least five (5) days notice, except in the event of an emergency, in which event reasonable notice will be given. Personal time may be taken in hourly segments.

ARTICLE 6 – SICK LEAVE

Section 1:

A. In the event of illness or injury, Nurses hired prior to April 1, 1990 shall be granted annually fifteen (15) days paid sick leave. Employees hired after April 1, 1990 shall be granted annually twelve (12) days paid sick leave. Effective January 1, 2015, all employees accrue 12 sick days per year. Sick leave will be accrued monthly. Sick leave may also be used in the event of illness of any family member residing in the Nurse’s same domicile. If the Nurse shows abuse of sick time, the Supervisor shall request a certificate of illness signed by a licensed physician.

B. Indications of abuse are, but are not limited to, the following:

1. Frequent absences on days immediately preceding or following weekends, scheduled days off or holidays and coincidence of absence with desirable days off.
2. A tendency to use sick leave as rapidly as it is accrued, especially one (1) day at a time.

Section 2:

Should the above sick leave not meet the physical needs of a Nurse, an extended unpaid sick leave, not to exceed six (6) months, may be granted upon submission of valid medical documentation to the Employer. The first twelve weeks of this six (6) month maximum will include any leave time which qualifies under the Federal Family and Medical Leave Act (“FMLA”) for the employee’s own serious health condition or disability in accordance with applicable law and the Employer policy. The Employer reserves the right to require an examination by a physician or nurse practitioner of its choice, and at its expense to verify the medical documentation. The absence of such verification once that right is exercised may be cause for denial of such leave. Unless extenuating circumstances exist in the opinion of the Employer, absence beyond sick leave or absence beyond extended sick leave shall automatically be deemed as a resignation. Holiday time and personal days shall not be reimbursable when a Nurse is on extended sick leave.

Section 3:

Sick leave shall not be accrued or accumulated for more than seventy (70) days. Any employee who reaches accrual maximum, shall be paid for one-half (.5) additional accrued and unused days, in the first week of December and this will be in effect until January 1, 2015. Accrual maximum will be prorated for part-time employees. If an employee reduces her/his hours per week, that employee’s “active” sick leave bank will be prorated with the remaining hours placed in a “reserve” sick leave bank. An employee may donate a maximum of five (5) accrued sick or
vacation days per year to an employee who is suffering from a catastrophic illness. For purposes of this section, “catastrophic illness” shall mean an illness or injury that causes an employee to be placed on disability leave, and as a result of which that employee has utilized all accrued sick, vacation, and personal days for paid time off during the period of disability. For any full-time or part-time employee accepting a vacancy to a per diem position, sick time shall be frozen in the reserve leave bank for up to one year from the date such status change is effectuated. If a per diem employee submits an application for a vacancy to a full-time or part-time position and begins working in such position within one (1) year from the date such status change is effectuated, the sick time in the reserve leave bank shall be reinstated but not accessible for six (6) months. All new sick time accruals earned as a full-time or part-time nurse may be used in accordance with Article 6, section 1.

**Section 4:**

In the event of the retirement of a Nurse who was hired prior to April 1, 2000, the Employer shall pay to the said Nurse an amount equal to fifty (50%) percent of the unused sick leave accumulated by the Nurse as of the date of retirement. The sick leave payment shall be computed at the then current hourly rate of the retiring Nurse at the time of retirement. Retirement shall be defined as leaving the employment of the Employer after having reached the age of 55 or being eligible to collect a pension.

**Section 5:**

A nurse on disability may use sick and/or accrued vacation time to supplement disability benefits until such accumulated time has been exhausted. No nurse may receive wages or benefits in excess of the employee’s normal gross wages. Any wages or benefits
received in excess of normal gross wages shall be reimbursed to the Agency and the accrued time used shall be replaced in an amount equal to the excess.

**ARTICLE 7 – LEAVE OF ABSENCE**

**Section 1: Bereavement Leave**

A. Nurses will be granted leave with pay for deaths in the family which are defined as:

1. Parents (including step or foster), spouse, or non-marital partner residing in the same domicile, siblings, children (including step), grandchildren, guardian, parents-in-law, grandparents, sisters and brothers-in-laws - four (4) days.

Bereavement leave may be taken only at the time of the death, funeral, memorial or burial of a family member.

**Section 2: Jury Service**

Nurses will be excused for jury duty. They shall receive the difference between their regular salary and the amount paid for jury service.

**Section 3: Military Leave**

Leave of absence without pay shall be granted to fulfill obligations for military training with the National Guard, Armed Forces Reserve or USPHS. This leave will not affect vacation benefits.

Seniority shall accrue during military leave. All leaves for military service and/or military training obligations shall be administered in compliance with the Uniformed Services Employment and
Reemployment Rights Act ("USERRA").

Section 4: Personal Leave

A leave for personal reasons, without pay may be granted up to three (3) months. No benefits will accrue during this period. Seniority will not accrue, but will be saved.

Section 5: Family and Medical Leave

Any leaves provided for in this Article shall be granted, as appropriate, in accordance with all terms, conditions, rights and obligations contained in applicable law, including the New Jersey Family Leave Act (NJFLA) and the Family and Medical Leave Act (FMLA), and in accordance with the Employer policy in effect at the time of the leave.

Section 6: Parenting Leave

A. An unpaid leave of absence for parenting (hereinafter “Parenting Leave”) shall be granted for up to one (1) year from the birth of a child or the placement of an adopted and/or foster child.

B. The first twelve (12) weeks of a Parenting Leave shall be granted in accordance with the Employer policy and applicable law, including the NJFLA, the FMLA and implementing regulations, provided the employee meets the threshold requirements of the applicable law. (Hereinafter leave granted pursuant to these laws and policy shall be referred to as the “Initial Leave Period”.) All employees who are eligible and approved for a Parenting Leave must first use all accrued personal time and vacation time which will also be counted, as appropriate, towards the NJFLA and FMLA period. The remainder of a Parenting Leave following the completion of the Initial Leave Period or any
Parenting Leave when the employee is not legally entitled to an Initial Leave Period (hereinafter the “Extended Leave Period”) must be taken on a concurrent basis.

C. Neither benefits nor seniority shall accrue during a Parenting Leave, but past seniority shall be saved. Benefits shall be continued during the Initial Leave Period only to the extent required by law and the Employer policy. No benefits shall be continued during any Extended Leave Period.

D. Should the employee desire to return to work immediately following the Initial Leave Period, the employee’s right to reinstatement shall be governed by applicable law, and the Employer policy in effect at the time of the leave. Reinstatement following an Extended Leave Period shall be governed by the procedures described in (e) below.

E. Upon conclusion of an Extended Leave Period, the employee shall be offered the first available and comparable position, in the judgment of the Supervisor, which the employee may reject. If the position rejected is at the same location from which the employee took the Parenting Leave, no subsequent positions will be offered and the employee will be considered to have resigned. If the position rejected is not at the same location from which the employee took the Parenting Leave, other comparable positions, in the judgment of the Supervisor, will be offered as they become available for a period of one (1) year from the completion of the Parenting Leave. If, after the one (1) year period, a position is not accepted, the employee will be considered to have resigned.
F. Positions will be offered in the following manner:

1. Job postings will be described on the Employer intranet and updated weekly.

2. The Nurse must respond to the job posting, in writing, to Personnel within five (5) days or no further positions will be offered and the Nurse will be considered to have resigned;

3. If the Nurse rejects a comparable position from his/her previous location, no further positions will be offered and the Nurse will be considered to have resigned. A comparable position is any job within the bargaining unit of the Employer for which the Nurse has the (1) educational and other qualifications as defined by the Employer for the job, and (2) the skill and ability to perform the job without additional training beyond a standard orientation period.

ARTICLE 8 – HEALTH, DISABILITY INSURANCE/PHYSICAL EXAMINATION RETIREMENT PROGRAM

Section 1:

Physical Examination - Employees shall be required to obtain a physical examination as directed by the Employer. The Employer shall pay the entire cost of such physical examination by a health care provider of the Employer’s choice. The examination shall be performed during working hours. An employee directed to obtain a physical examination may provide the Employer with the results of a physical examination by a physician or nurse practitioner of the employee’s choice on such forms as may be provided by the Employer, which forms shall be signed by the primary care provider, and at the employee’s own cost. Employee physical
examinations performed by a physician or nurse practitioner of the employee’s own choice shall be obtained during non-working time.

**Section 2:**

A. Group Life and Long Term Disability Insurance Coverage as presently provided by the Employer shall be continued if such type of coverage is available. The Employer reserves the right to change its insurance carrier or carriers, provided coverage is equal to or better than previous coverage.

B. The Employer shall provide a health insurance plan option for eligible employees with terms and coverage substantially equivalent to the Horizon Blue Cross/Blue Shield Direct Access plan as currently provided. The Employer shall have the right to change its health insurance carrier or the aforementioned plan at any time provided the above requirements are met.

The premium for individual coverage shall be divided as follows: 75% payable by the Employer and 25% payable by the employee. The cost of the premium for dependent coverage, which is above the cost of the single coverage premium, will be as follows:

For the Horizon Direct Access Plan, the Employer will pay 65% and the employee will pay 35% of the premium; and 2. For the POS plan, the Employer will pay 75%, and the employee will pay 25% of the premium.

1. The Employer shall have the right to change the physician co-payments and prescription co-payments for 2011 shall be as follows:
Physician Co-payments:
Primary Care $20 per visit
Specialist $40 per visit

Prescription Co-payments:
Formulary $50
Brand $35
Generic $10

2. The Employer shall have the right to offer new plans or options to eligible employees for years 2014 through 2017.

3. In the event enrollment of JNESO members in any plan option falls below ten (10) employees, The Employer shall have the right to terminate such plan option upon giving thirty (30) days written notice to JNESO. In such an event, any affected employees shall have the right to enroll in any existing plan or option under the terms and conditions of such plan.

4. For those employees who decline the Employer health insurance coverage, the Employer shall reimburse those employees for unreimbursed medical bills of up to two hundred fifty dollars ($250) per year, upon the employee’s submission of such bills to the Employer or third party administrator.

Section 3:

All employees who are working 1,000 hours or more per calendar year will be included in the Employer non-contributory employee pension plan provided that the employee meets the eligibility requirements. The employee eligibility requirement is two (2) years of service for employees.
Section 4:

The Employer will contribute to the employee pension plan, in each year of the Agreement, the following percentages of the base salary of the employee, not including overtime or other fringe benefit payments: (i) seven and one-half (7.5%) percent for employees hired on or before December 31, 2000; and (ii) four percent (4%) for employees (except per diem employees) hired after December 31, 2000. The plan will be one hundred (100%) percent vested. The plan currently in effect is administered by Met Life and may be amended from time to time.

Section 5:

Employees may make optional contributions to the employer’s 403(B) plan during their employment.

Section 6:

The Employer will offer dental coverage for its eligible employees and their dependents. The Employer shall pay seventy-five (75%) percent of the single coverage premium and fifty (50%) percent of the dependent coverage premiums and the employee shall contribute twenty-five (25%) percent of single coverage and fifty (50%) percent of dependent coverage.

ARTICLE 9 – TRANSPORTATION, MILEAGE REIMBURSEMENT, AND INSURANCE COVERAGE

Section 1:

Nurses must supply their own cars, which must be equipped for driving under snow conditions, and equipped with other
accessories necessary to maintain it for use at all times.

**Section 2:**

Nurses will be reimbursed at the mileage rate established by the Internal Revenue Service, adjusted as of the date of the Internal Revenue Service announcement.

**Section 3:**

Employees who utilize their own vehicles in the performance of their duties will be reimbursed at the mileage rate for each mile traveled between assigned working locations (except their office), and shall also be reimbursed as follows:

A. Employees who are scheduled by the Employer to proceeding to their assigned work shall receive the mileage rate for each mileage traveled thereafter in the performance of their duties.

B. Employees who are scheduled by the Employer to report to their first assigned working location before reporting to the office shall receive the mileage rate for the distance between their home and the first assigned working location or for the distance from the office to the first assigned location, whichever is less.

C. Night nurses, nurses working on weekends and holiday rotations, and extended hours nurses shall receive mileage reimbursement from portal to portal for miles traveled while working at night, and on weekends, holidays and extended hours.

D. Employees who experience extended travel times will be paid their on-scale hourly rate for time traveled with manager’s approval.
Section 4:

When emergency repairs cannot be made after hours, a car may be rented. The maximum allowable amount for auto rental reimbursement in any consecutive 12-month period is $500.00, upon prior manager approval. Staff will have the option of using a vendor contracted by VNACJ that will bill the Agency directly. Or they may choose their own vendor for which the Nurse will submit a bill for reimbursement to the Employer. The Employer reserves the right to pay any of the rental charges directly to the supplier and reimburse itself from the next succeeding salary payment to the Nurse and any monies in excess of the $500.00. The Nurse shall pay for all emergency and other car repairs. Car rentals exceeding one (1) day will be reimbursed following supervisory approval. Policy information and contact will be handed out first pay period in January or if contact information has changed.

Section 5:

If the employees’ vehicle becomes disabled while performing her/his assigned duties, and if such vehicle’s disability would prevent such employee from working the rest of the day, the employer will allow three hours grace period to find suitable transportation.

Section 6:

Each Nurse shall maintain automobile liability insurance for an amount of not less than that required by the laws of the State of New Jersey. Each Nurse shall furnish the Employer with an insurance certificate or certificates indicating such coverage requested by the Employer.
Section 7:

Nurses shall not be required to transport orientees, trainees or students.

ARTICLE 10 – IN SERVICE PROGRAMS/THE EDUCATION PROCESS

Section 1:

The Employer will provide annually a minimum of fifteen (15) hours of clinical in-house in-service programs between the hours of 8:00 a.m. and 5:00 p.m., Monday thru Friday. If the material covered is necessary to the Nurse’s job performance, attendance will be mandatory. The Nurses shall plan for all in-service with approval from the appropriate Supervisors according to caseload constraints and the applicability of the in-service subject matter to the current job requirements of the Nurse. Management and staff will collaborate to provide continuity of care to enable staff to attend programs. Staff will prioritize patient care to minimize the number of patients who would need coverage while staff attends an in-service program.

A. If the Nurses are unable to schedule their in-house in-service the members will be compensated and provided time for out of house education opportunities related to their clinical practice with supervisor approval.

Section 2:

Reimbursement for outside continuing education programs will not be remitted without prior approval from the appropriate Supervisor. For continuing education programs outside the Agency, the Employer will pay registration up to one-hundred
twenty-five and 00/100 ($125.00) dollars, plus travel to and from the program by the most economical means. (i.e. Nurses are expected to car pool whenever possible). Any additional time required for travel beyond the normal work hours will be the responsibility of the individual Nurse attending the program.

Section 3:

The requirement for in-service programs/continuing education reimbursement for permanent night and part-time employees will be pro-rated according to hours worked. If the program occurs on a non-scheduled work day, the Employer will pay for hours of attendance.

ARTICLE 11 – ACADEMIC DEGREE EDUCATION

Section 1:

Registered Nurses and Licensed Practical Nurses (excluding per diem employees) with at least one (1) year of service to the Employer who wish to enroll in an accredited Associate’s, Bachelor’s or an accredited Master’s Degree Program at a college or university may obtain a leave of absence without pay for up to two (2) years, said leave to be granted at the sole discretion of VNACJ, which decision is not grievable. The degree program must be related to the Nurse’s job, which determination shall be within the sole discretion of the Employer.

Approval of the leave is also subject to the appropriate Supervisor determining that such leave would not be likely to result in a substantial interruption of services to patients and families due to other absences or causes. When educational leave of absence requests are in conflict, seniority will take precedent.
Section 2:

A. Reimbursement may be obtained by Nurses for part-time study in an accredited Associate’s, Bachelor’s or Master’s Degree Program, CLEP tests, Regents External Degree Nursing ACT/PEP Tests, subject to the appropriate Supervisor’s determination that the course(s) and/or tests are relevant to the employee’s work duties. In considering a request for reimbursement, the Supervisor shall also take into consideration service needs, seniority and budgeted monies. Part-time Nurses will receive pro-rated tuition reimbursement. Upon approval of the appropriate Supervisor, the Employer will authorize the payment of one-half (1/2) the cost of tuition the beginning of each semester. An employee shall not receive reimbursement for any course unless the employee receives a grade of the greater of C or the minimum required for credit. Upon satisfaction of this grade requirement, the nurse will receive the remaining difference in the cost of tuition. Any nurse who does not satisfy course requirements or who withdraws from the educational institution during an approved course shall return to the Employer any money paid to such nurse. Nurses must submit requests for reimbursement in writing to her/his supervisor prior to commencing the courses and/or tests. The supervisor shall respond to such requests within ten (10) calendar days.

B. The Employer will reimburse any Nurse taking the American Nurse Association certification or re-certification or the Hospice (NBCHN) or NAACOG certification or re-certification relating to the Nurse’s job category at the Employer, contingent upon the Nurse achieving certification or re-certification. Reimbursement shall be for actual fees incurred, not to exceed the A.N.A. member rate.

C. A Nurse who receives reimbursement under this section shall remain in the employ of the Employer for a minimum of one
(1) year following completion of the last course taken; otherwise, he/she shall refund the Employer an amount prorated for that portion of the year which the employee will not work for the Agency. A nurse will not be responsible for refunding any money owed under this article, if the nurse is terminated as a result of a layoff.

D. All applications for reimbursement shall be made in writing when requested by the Employer. If the Employer approves the application, the approval shall be in writing and shall be given by the Employer on or before November 30th, in each year for the Spring Semester, and on or before April 30th, in each year for the Summer and Fall Semesters.

Section 3:

Travel time up to two (2) hours per week per semester shall be granted to full-time Nurses pursuing an accredited Bachelor’s or Master’s Degree Program related to the Nurse’s job, which determination shall be within the sole discretion of the Employer. Further, approval of travel time is subject to the employee presenting his/her class schedule to the appropriate Supervisor.

ARTICLE 12 – MANAGEMENT’S RIGHTS

Section 1:

It is agreed by and among the parties that the Employer has and retains every right and prerogative of management which is not expressly surrendered or limited by this Agreement, and that the management of its main office and each of the health centers, and of the business and operations of the Employer, and the direction of its working forces are vested exclusively in the Employer.
Section 2:

The listing of the following specific rights is not intended to be nor shall it be restrictive of, or a waiver of, any of the rights of the Employer management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past. Thus, by way of illustration but not by way of limitation, the following rights shall be solely within the province of the Employer:

A. The right to determine what functions and patients will be served by the Employer; the right to determine the times during which the operations of the Employer shall be conducted and to determine the extent of such operations; the right to determine the size and composition of the working force or the cutback thereof; the right to determine the equipment to be utilized in the operations of the Employer, the methods and procedures to be followed in carrying out the Employer operations; and the practices and procedures for use, care, and maintenance of the Employer equipment; the right to implement improved operational methods and procedures; and the right to determine the kind and location of facilities.

B. The right to determine the quality of work to be performed by the Nurses shall be in accordance with American Nurses Association Standards; the right to determine the quantity of the work to be performed, provided the number of patients serviced shall not be the exclusive standard for determining quantity; the right to schedule the Employer business and operations; the right to direct the working force, including the right to hire, transfer, discharge, suspend, layoff, promote (including promotion out of the bargaining unit), demote, or discipline Nurses, subject to the provisions of this Agreement; the right to determine and change the content of the jobs of the Nurses; the right to determine the
work schedule of each Nurse; and the right to promulgate rules, regulations and personnel policies not specifically covered under this Agreement.

C. The right to control or change the assignment of work of each Nurse including, but not limited to, the right to determine to whom a particular job shall be assigned and to which station each Nurse shall be assigned; the right to direct employees; the right to determine job assignment; and the right to determine the materials and equipment used.

D. The right to determine the number and location of health centers and other facilities; the right to maintain order and efficiency; and the right to close down or move part of any or all health centers of operations.

E. The right to make reasonable rules and regulations as the Employer may from time to time deem best for the purpose of maintaining order, health, safety, and/or effective and economic operation of its business, and after advance notice thereof to JNESCO and the Association, to require compliance therewith by the Nurses, including the right to require each and every Nurse to observe applicable health and safety rules and instructions adopted or required by the Employer.

ARTICLE 13 – NURSE’S RESPONSIBILITIES AND ACCOUNTABILITY

Each Nurse shall comply with the terms of this Agreement and with the terms of written the Employer “personnel policies” and the written policies contained in the “VNAHG Program Manual” currently in effect and shall comply with changes, amendments, supplements or additions which may hereafter be adopted by the Employer in connection with said policies covering matters not
specifically covered in this Agreement and consistent with law. In
the event of an inconsistency or inconsistencies between the
provisions of this Agreement and aforesaid policies, the provisions
of this Agreement shall control.

**ARTICLE 14 – PROFESSIONAL PRACTICE**

**Section 1: Definitions:**

Professional Practice Council: The purpose of the Professional
Practice Council (“PPC”) is to study trends in community health
nursing practice, articulate problems associated with these trends
and recommend solutions. PPC will usually involve itself with
Nurses in working groups. PPC will recommend protocols for
care, policies and procedures.

**Section 2:**

The Professional Practice Council is a committee of the Union. It
is the intent of the Committee to work cooperatively with the
Employer and the Quality Assurance Committee. The Committee
is a mechanism whereby input is received from and given to staff
and management.

**Section 3:**

A. Every two years (on the odd year), the Committee shall do
a self-review of purpose, philosophy, structure, mode of operation
guidelines, goals and objectives.

B. The Committee shall submit annually, January of each
year, an agenda stating projected topics to be reviewed, priority
time frame, method, and anticipated data source. Suggested
review topics may come from management and staff.
C. The Committee shall submit a summary of accomplishments to the Employer and the Association annually. The Committee shall meet for an aggregate of no more than eighteen (18) hours of employer’s time within six (6) months. Nothing shall prohibit the parties from mutually agreeing to extend the paid time.

**ARTICLE 15 – NO STRIKE**

**Section 1:**

Neither JNESO, the Association nor their officers, representatives or members will for any reason, directly or indirectly, call, sanction, or engage in any strike, sympathy strike, walkout, slow-down, sit-down, stay-away, boycott of a primary or secondary nature, picketing or any other form of interference with the operations of the Employer, including the refusal to cross a picket line in or at any of the Employer’s places of business, during the life of this Agreement.

In the event of any strike, slow-down, work stoppage, or any other interruption with the operations of the Employer or a threat thereof, JNESO and the Association will exercise their best efforts as promptly as possible to prevent or terminate any such activity.

**Section 2:**

Neither JNESO, the Association, nor their officers, representatives, or members will engage in or sanction any form of picketing, patrolling, or otherwise, directed against the services offered by the Employer in the regular course of its business.
Section 3:

The Employer shall have the right in addition and without limitation upon its rights to institute legal proceedings, to discipline any nurse who participates in any activity prohibited by this Article. In the event of any violation by a nurse of this Article at any time, the Employer shall have the complete right to immediately discipline, including discharge, any and all nurses participating in the violation.

ARTICLE 16 – PERFORMANCE EVALUATION

Section 1:

One (1) year from the date of employment and annually thereafter, a written self-evaluation by the Nurse will be prepared by the Nurse and provided to the immediate supervisor, who shall also prepare a performance evaluation of the Nurse. The performance evaluation process will be administered in accordance with the VNAHG Performance Appraisal Policy dated September 1, 2001. Both the Nurse’s evaluation and the supervisor’s evaluation shall provide the basis for an annual evaluation conference to be held between the Nurse and the immediate supervisor. Copies of all the foregoing evaluations shall be forwarded promptly to the Human Resources Department for inclusion in the personnel records.

Section 2:

The Nurse shall have access to his/her own personnel file upon request. A Nurse at the time of the evaluation conference shall receive a copy of his/her evaluation. Signing of performance evaluation will indicate knowledge of said evaluation, but will not necessarily mean agreement with its contents. Nothing will be placed in the personnel file without the Nurse’s knowledge which
will be indicated by his/her signature.

**Section 3:**

The quality of work to be performed by the Nurse shall be in accordance with the ANA Standards of Nursing and Accreditation. Said standards shall be incorporated into and become an integral part of the annual performance evaluation and shall provide a basis for measurement of nurse performance. Nurses shall conform to the aforesaid standards and their activities shall be consistent with such standards.

**ARTICLE 17 – RESIGNATION/TERMINATION**

**Section 1:**

The Nurse shall provide at least four (4) weeks written notice of resignation, to his/her immediate supervisor. Employees may be able to apply unused vacation, personal or compensatory time as part of the notice period at management’s discretion. An employee who voluntarily resigns (with at least 4 week notice) or who is terminated – for just cause-following successful completion of the introductory period, will only receive payment for any accrued but unused vacation, personal and compensatory time and shall exclude any accrued sick time.

Termination pay will include vacation, personal and compensatory time and shall exclude any accrued sick time. If a Nurse leaves the employ of the Employer prior to the expiration of said four (4) week period without the consent of the Employer, the difference in time to make up the said (4) week period shall be charged against accrued vacation and personal time; provided, however, that if circumstances beyond the control of the Nurse require her/him to leave the employ of the Employer prior to the four (4) week
period, i.e., loss of driver’s license, transfer of spouse with less than four (4) week notice, then the accrued vacation and personal time will not be charged. The term “beyond the control of the Nurse” shall not include a demand from prospective employer that said Nurse commence work on any particular date.

Section 2:

Termination pay shall include any accrued vacation, personal days and compensatory time.

Section 3:

A. No employee who has completed her/his confirmation period shall be disciplined or suspended except for just cause.

B. The Agency will notify the Union in writing of any discharge within two (2) weekdays from the time of discharge. If the Union desires to contest the discharge, it shall give written notice to the Agency within five (5) weekdays from receipt of notice of discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure, however, commencing at Step 3 of the grievance procedure. The time will commence upon receipt of the notice.

ARTICLE 18 – SENIORITY

Section 1:

A. Commencing on January 1, 2012, all nurses will accrue seniority based on their date of bargaining unit seniority (inclusion into the bargaining unit). Seniority may be retained for up to 6 months in case of an approved leave of absence. Employees who leave the bargaining unit and return within 6 months will retain
their seniority.

**B.** Commencing on January 1, 2012, Per diems will accrue seniority based on their date of bargaining unit seniority (inclusion into the bargaining unit).

**C.** Upon request by the Union, the Employer shall provide to the Union a seniority list by January 10th and July 10th of each year.

**Section 2:**

In the event that the Employer deems it necessary to reassign a Nurse or Nurses to another work site, the Employer will review the magnitude of the need to determine whether to transfer a part-time or full-time Nurse. The Employer will use its best efforts to assure that per diem will not be used to fill the vacancy created by the reassignment of the full or part-time Nurse. Reassignments will be made first on a voluntary basis and if no volunteer is found, then based on inverse seniority at the work site. The Employer will notify JNESO in writing at least forty-eight (48) hours (excluding weekends) prior to any reassignment if such reassignment is greater than ten (10) days.

**Section 3:**

**A.** In the event of a layoff by the Employer, Nurses on probation in the affected department and shifts shall be laid off first. Should it become necessary to lay off additional Nurses, those Nurses having the least seniority in the affected department and shift shall be laid off first. The order of layoff shall be: 1st — all non-bargaining unit nurses; 2nd — bargaining unit per diems, 3rd — all other nurses based on inverse seniority. The Employer has the discretion, during any layoff, to retain nurses with specific
qualifications, as mandated by a particular grant program, if said program is in danger of termination. A reduction in hours for Nurses newly hired for specific grant funded positions shall not be considered a layoff. The Employer shall provide the Union with at least fifteen (15) days notice prior to the date of the layoff.

B. Employees who are laid off may (i) accept any vacant positions or (ii) bump into another position held by a junior employee. The employee must notify the Employer of his/her decision to accept a vacant position or bump within forty-eight (48) hours of being informed of the layoff decision. No employee may bump into a position unless they have (1) the educational and other qualifications as defined by the Employer for the job, and (2) the skill and ability to perform the job (unless such skills and ability may be obtained through a standard orientation used for new employees for the position). The bumping process shall be repeated until all affected employees have had the opportunity to accept a vacant position or bump in accordance with this section.

Section 4:

In the event of a recall, laid off employees shall be rehired in the inverse order in which such employee was laid off provided they have the (1) educational and other qualifications as defined by the Employer for the job, and (2) the skill and ability to perform the job without additional training beyond a standard orientation period.

In the event any layoff continues beyond six (6) months, the Employer shall have no obligation to offer a position to former employees.
ARTICLE 19 – PRECEPTOR PROGRAM

Section 1:
The Employer shall establish a Preceptor Program. The purpose of the Preceptor Program will be to have “preceptors” provide individualized assistance and attention to newly hired Staff Nurses in order to facilitate their transition into the organization.

Section 2:
Preceptors will be selected by the Employer based upon such factors as clinical competency, communication and interpersonal skills, and a minimum of six (6) months with the Employer. Each Preceptor will receive appropriate formal training prior to beginning work as a preceptor.

Section 3:
The Employer shall have the right to remove someone as a preceptor provided the preceptor receives progressive discipline relating to her/his failure to appropriately function as a preceptor. Any preceptor may withdraw from preceptor status at any time by providing written notice to the Employer. In addition, the Employer may provide orientation for newly hired staff nurses through other means and methods but not to replace the role and work of the preceptors. Removal of the Preceptor designation shall not be arbitrable.

Section 4:
Preceptors shall be paid a differential of Two Dollars ($2.00) per hour for all hours paid during the time the employee holds the “preceptor” designation.
Section 5:

Preceptors shall have a reduced case load while they are precepting.

ARTICLE 20 – GRIEVANCE PROCEDURE

Section 1: Scope:

A. Except as otherwise provided in this Agreement, every grievance arising from the application or interpretation of this Agreement will be adjusted as stated in this Section. A grievance shall be defined as a dispute concerning the interpretation of specific provision of this Agreement.

B. A grievance which affects a substantial number of Nurses or is filed on behalf of the Association, and for which the Employer representatives designated in Step 1 lack authority to settle, may initially be presented at Step 2 by the Union’s representative, provided that such grievance is filed within the time period set forth herein.

C. The Nurse shall first attempt to resolve the alleged grievance with the immediate supervisor. If unsuccessful, the Nurse shall proceed to Step 1.

Section 2: Step 1—Procedure and Time Limits

At Step 1, all grievances must be reduced to writing and must be made known no later than ten (10) working days after the grievance occurs or from when the grievant should have had reasonable knowledge thereof. The nursing supervisor shall be given seven (7) working days to resolve the problem. If no resolution is forthcoming or the grievant is unsatisfied with the
proposed resolution, the grievance will proceed to Step 2. Any grievance brought more than ten (10) working days after the alleged situation occurs or knowledge thereof of grievant shall be deemed void.

Section 3: Step 2–Procedure and Time Limits

If the grievance is not resolved in Step 1, the matter shall be referred to the appropriate Senior Manager of the Department or her/his designee whomever is appropriate, or their designee, either by the grievant or Supervisor within five (5) working days following the Supervisor’s decision or, if no decision, then within five (5) working days after the determination period of Step 1 has expired, whichever is the earlier. The Nurse at this step shall be represented by her/his Shop Steward and a conference will be held among the grievant, a local officer or designee and the appropriate Senior Manager of the Department or her/his designee prior to the Senior Manager’s or her/his designee’s written decision, in an effort to resolve the situation. The appropriate Senior Manager of the Department, or her/his designee, shall reply in writing within five (5) working days after receipt of written notice of the grievance and the conference. A copy of the written reply shall also be forwarded to JNESO. If the grievant is unsatisfied with the resolution or if no resolution to the grievance is forthcoming, then the matter shall proceed to Step 3 of the grievance procedure.

Section 4: Step 3–Procedure and Time Limits

If there is no resolution of the grievance at Step 2, the matter shall be referred to the Chief Executive Officer of the Employer or his/her designee, or to the Board, within five (5) working days thereafter. A conference shall be held among the grievant, Shop Steward, the President of the Union, the JNESO representative and the Chief Executive Officer or his/her designee. The Chief
Executive Officer or his/her designee shall render his/her decision in writing within ten (10) working days of receipt of the grievance. The decision of the Chief Executive Officer or his/her designee shall be final and binding on all matters except contract violations, in which case it shall proceed to arbitration under Article 21.

**Section 5: Step 4–Arbitration**

**A.** If the grievance is not resolved at Step 3, and a contract violation is alleged, such grievance may be submitted to arbitration by the Employer or JNESO in accordance with Article 21.

**B.** The Arbitrator shall not have any power to add to or subtract from or otherwise amend this Agreement.

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

**ARTICLE 21 – ARBITRATION**

**Section 1:**

**A.** In the event that a satisfactory settlement of a grievance is not reached through the Grievance Procedure provided for in this Agreement, the Union shall have ten (10) days exclusive of the weekends and holidays to submit the matter to arbitration.
Whenever under this Agreement either party shall have the right to arbitration, they shall indicate such desire to arbitrate by notice in writing to the other requesting arbitration. The arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service, Somerset Office, the cost thereof to be borne equally between the Employer and JNESO, but each party shall bear its own cost of preparation, presentation, legal and other costs of the arbitration.

**Section 2:**

To be an issue which is arbitrable hereunder, the grievance must be a dispute, claim or complaint arising under and during the term of this Agreement and it must be a matter of the interpretation or application of some provision of this Agreement.

**Section 3:**

The decision of the arbitrator shall be limited only to questions presented under this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify this Agreement; nor shall the arbitrator substitute his/her discretion for the Employer discretion in cases where the Employer is given discretion under this Agreement; or to recommend an award in violation of any other provisions of this Agreement.

**Section 4:**

The said arbitrator’s decision shall be final and binding.

**ARTICLE 22 – UNIFORMS**

Employees are required by the Employer to wear uniforms, either navy blue or light blue pin stripes, at the employee’s option
including any shirts, sweater and jacket provided by the Employer, except that employees may wear scrubs to the worksite as appropriate. All clothing shall be worn during work hours in accordance to the Employer guidelines.

A. Employees will be provided within 90 days of ratification, two (2) shirts and one (1) sweater. Three (3) lab coats will be provided to employees who currently receive them. This is a one time distribution for current employees.

B. Upon hire all new employees will receive the same uniform allotment.

ARTICLE 23 – DEDUCTION OF UNION DUES

Section 1:

The Employer agrees to deduct from the salaries of Nurses their dues, when authorized in writing to do so by each Nurse who is a member thereof, so long as employed by the Employer.

Section 2:

The Employer shall not be required to make any deductions from payroll for dues under Section 1 until JNESO shall have submitted a copy of the dues authorization card (see appendix A). JNESO will notify the Employer of the date to commence dues deductions.

Section 3:

The Employer will only deduct monthly the amount of dues shown on the written authorization signed by the Nurse during the time that such written authorization remains in effect. Such written authorization shall no longer be in effect when: a) The Employer
shall have received a written revocation by the Nurse; or b) employment by the Nurse shall have been terminated by discharge, layoff, resignation or otherwise; or c) when the Nurse commences a leave of absence without pay; or d) the Nurse shall have resigned or is no longer a member of the Association. No Nurse shall make any claim against the Employer for any unpaid dues, deductions, nor for the deduction for dues erroneously made before or after the revocation of the authorization.

Section 4:

The Employer will make the payroll deduction following receipt of written authorization on the first payroll date of the month following receipt of such authorization, if received at least ten (10) days prior thereto, and if not so received, then the deduction will be made on the first payroll date of the following month. The monthly dues deducted will be forwarded by the Employer on or about the tenth (10th) workday following each payroll dues deduction date to the address indicated in writing by JNESO.

Section 5:

A. By the tenth (10th) of each month, the Employer shall provide to the Union a list of containing the following information relating to the immediately preceding month: a payroll run for bargaining unit members which shall contain the employee’s names, status, gross earnings, hours/visits paid and the amount of Union dues deducted from payroll.

B. By the tenth (10th) day of the first month of each calendar quarter, the Employer shall provide to the Union a list of containing the following information relating to the immediately preceding quarter: a payroll run for non-bargaining unit per diem Nurses which shall contain a designated number for each Nurse,
status, gross earnings, and hours/visits paid. In the event any per
diem Nurse meets the requirements for bargaining unit
membership in any quarter pursuant to Article 1, Section 2, the
Employer shall provide the name of such Nurse to the Union.

Section 6:

The Employer shall not be liable to any Nurse nor to JNESO for
any loss of dues sustained by JNESO as a result of clerical
mistakes or otherwise. JNESO does hereby indemnify and hold
the Employer harmless against any claims, actions or liability
arising out of the implementation of the check-off provisions
contained in this Article. It is hereby agreed that JNESO waives
any claims for unpaid dues if JNESO fails to notify the Employer
of any discrepancies prior to three (3) succeeding month’s
deductions.

Section 7:

In the event of any violation of the No-Strike Clause of this
Agreement by JNESO, the Employer shall have the right to
suspend or terminate the check-off provisions contained in this
Article, in addition to any other remedies of the Employer.

ARTICLE 24 – UNION MAINTENANCE

Section 1:

All Nurses who are members of JNESO on the signing of this
Agreement shall continue to remain members in good standing as a
condition of employment during the term of the Agreement.
Section 2:

All Nurses shall become members of the Union no later than the 31st day following their employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3:

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

ARTICLE 25 – VACANT OR NEWLY CREATED POSITIONS

Section 1:

All shift and status changes, transfers, vacancies, and newly created positions in the bargaining unit shall be posted seven (7) consecutive days, excluding weekends and holidays. Notice shall be posted in a conspicuous place on the Employer intranet site and in each health center and a copy of the notice shall be delivered by U.S. mail, e-mail or fax to the President of the Association and all local Union officers. The notice shall state the location, description and qualifications of the position.

Section 2:

In the event any Nurse wishes to submit an application for said position, said Nurse shall give the application to his/her Manager. The Manager shall acknowledge receipt of the application in writing and forward same to the Human Resources Department of the Employer.
Section 3:

If there are two (2) or more equally qualified applicants for a position, as determined by the Employer, preference shall be given (1) to an employee over a non-employee and (2) the most senior employee.

Section 4:

All applicants for a position shall be notified within five (5) working days after it has been filled.

Section 5:

In the event a registered nurse requests an increase or decrease in regularly scheduled hours, the following procedure will apply. If the supervisor feels that the request cannot be accommodated by that department at that specific location, no change will be made. If the supervisor feels that the request can be accommodated by that department at that specific location, the change will be posted for five (5) days prior to accommodating the registered nurse. The posting will include the specific details of the change and all registered nurses with the appropriate status in that department at that specific location may submit an application to the supervisor. The selection process will follow the same procedure as that of the vacant or newly created position.

ARTICLE 26 – PART-TIME NURSES

Section 1:

The parties to this Agreement recognize that the caseload at the various health centers fluctuates from time to time. In order to generally permit the assignment of full-time Nurses at particular
health centers to regular shifts and at regular hours, the parties have agreed to the employment of part-time Nurses at any time and from time to time. One of the functions of these part-time Nurses will be to allow the Employer to have the flexibility to provide additional nursing services at various health centers. VNACJ shall have the right to assign part-time nurses from one health center to another health center on an as needed basis. All part-time Nurses will be assigned to a particular work site.

**Section 2:**

The part-time Nurse assigned to the day shift shall work a minimum of two (2) full days up to a maximum of four (4) full days per week. These days shall be permanently assigned work days. It is understood that extended hours Nurses will work 10-30 hours per week.

**Section 3:**

Nurses who change their employment status from full-time to part-time will retain their present employment anniversary date for the purposes of the annual evaluation, incremental increase, and vacation benefits. (See Article 18, for seniority accrued).

**Section 4:**

Part-time Nurses working at least one thousand (1,000) hours per year with two years of service and those whose employment status changes from full-time to part-time or vice versa and who work one thousand (1,000) hours that year shall be enrolled in the retirement program.
Section 5:

Part-time Nurses will receive proration of all benefits, except health insurance and holidays worked, as set forth in this Contract unless otherwise provided in a specific Article.

Based on FTE status (scheduled hours), Part-Time nurses shall have the following annual holiday and weekend maximum rotation requirements:

<table>
<thead>
<tr>
<th></th>
<th>Holidays</th>
<th>Weekends</th>
</tr>
</thead>
<tbody>
<tr>
<td>.8 (30 hrs/wk)</td>
<td>2</td>
<td>10</td>
</tr>
<tr>
<td>.6 (22.5 hrs/wk)</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>.4 (15 hrs/wk)</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

Section 6:

Part-time Nurses will be assigned to the weekend and holiday rotation schedule as set forth in Article 2. Part-time Nurses who are assigned to work a particular weekend or weekends will be expected to report to the health center to which they are assigned on the Friday afternoon prior to the weekend to receive their weekend assignments and on the Monday morning following the weekend to file their reports.

Section 7:

Part-time Nurses will be reimbursed at the mileage rate established by the Internal Revenue Service adjusted at the time of IRS notice.

Section 8:

In the event a full-time Nurse applies for and is appointed to an open part-time Nurse position, the vacant position of the full-time
Nurse must be filled before said Nurse will be assigned to the part-time position.

**Section 9:**

All part-time benefits as outlined are prorated based on actual hours worked.

**Section 10:**

In the event a full-time Nurse accepts a part-time position, she/he will be paid for any accumulated accrued vacation time greater than the annual accrual for the part-time position. Or the Nurse may retain the above time for a period not greater than three (3) months before being reimbursed.

**ARTICLE 27 – NON-DISCRIMINATION**

The Employer, JNESO and the Association agree to comply with applicable federal and state laws regarding discrimination on the basis of age, race, ethnic origin, religion, sex, sexual orientation, creed, color, or national origin, ancestry, marital status, handicap, or disability. In the event of any inconsistency between the seniority provision of this Agreement and state or federal laws pertaining to discrimination, compliance with such laws shall control.

**ARTICLE 28 – ON-CALL NIGHT NURSES**

**Section 1:**

For on-call night nurses the hours of work shall be 64:30 p.m. to 8:30 a.m., unless a change is mutually agreed upon between JNESO and the Employer. The Employer shall have the right to
schedule on-call hours based upon employer and patient care needs. There will be no scheduled visits nor admissions effective April 1, 2018. On-call night nurses will be paid twelve dollars ($12.00) per hour for on-call hours and receive an on scale rate for patient care hours portal to portal with a four (4) hour minimum per night. Full-time for this position will be seven days (7) in a fourteen day(14) period less will be considered part-time and receive prorated benefits. On-Call night nurse may be required to work every other weekend. The full-time position will receive time off benefits equivalent to the hourly maximum of full time day staff following the same guidelines as regular full-time staff including health benefits, if eligible.

Section 2:

Each Night Nurse shall report to a designated supervisor at 4:30p.m each evening worked and cover all towns serviced by the Employer locations represented by JNESO.

Section 3:

Night Nurses shall be paid time and one-half for all hours worked on holidays including on call hours.

Section 4:

The Employer shall provide a mobile phone and GPS for use by the Night Nurse for patient related calls while on duty.
## ARTICLE 29 – WORK SCHEDULE OPTIONS

### 1.) FLEX TIME

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>120 guarantee per month; per month; allowance for paid time off.</td>
<td>Employee option providing visit quota met</td>
<td>Equal to F/T reg. employee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Week</th>
<th>Overtime</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 day/wk at emp. option W/E and holiday rotation</td>
<td>After 40 hrs worked</td>
<td>a) on-scale rate minus $5 per hour plus $7 per visit</td>
</tr>
<tr>
<td></td>
<td>Formula: straight pay divided by total hours times .5 times number of overtime hours</td>
<td>b) on-scale rate for overtime hours, benefit time, mandatory meetings, in-service, weekend and holiday rotation time</td>
</tr>
</tbody>
</table>

### 2.) PER VISIT – FULL-TIME

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 visits/month min.</td>
<td>8:30 a.m. 4:30 p.m.</td>
<td>Statutory benefits; mileage; pension; seniority</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Week</th>
<th>Overtime</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-F, 5 days/wk W/E and holiday rotation</td>
<td>None</td>
<td>See schedule A admission - visit rate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes paperwork; on-scale rate for meetings and in service.</td>
</tr>
</tbody>
</table>

### 3.) PER VISIT – PART-TIME

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 100 visits per month</td>
<td>8:30 a.m. 4:30 p.m.</td>
<td>Same as #2</td>
</tr>
</tbody>
</table>
Work Week | Overtime | Pay
Regularly scheduled M-F; | None | See schedule A
W/E and Holiday rotation

4.) FULL-TIME - 3 DAYS/WEEK

<table>
<thead>
<tr>
<th>Hours/</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visits</td>
<td>8:30 a.m.</td>
<td>Equal to full/time</td>
</tr>
<tr>
<td>36 hrs/wk</td>
<td>9:00 p.m.</td>
<td>regular employee.</td>
</tr>
<tr>
<td></td>
<td>(12 hours) lunch</td>
<td></td>
</tr>
</tbody>
</table>

Work Week: Any 3-12 hr day and W/E (7.5) and holiday rotation

40 hours worked

Pay: 37.5 hrs at on-scale rate

5.) FULL-TIME - 3 DAYS/WK AT 9.5 HRS/DAY, PLUS 1 DAY OF 9.0 HRS.

<table>
<thead>
<tr>
<th>Hours/</th>
<th>Shifts</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visits - 37.5 hours per week</td>
<td>8:00 a.m. to 6:00 p.m.</td>
<td>Equal to regular full-time employees</td>
</tr>
<tr>
<td></td>
<td>9:00 a.m. to 7:00 p.m.</td>
<td>Pay</td>
</tr>
<tr>
<td></td>
<td>10:00 a.m. to 8:00 p.m.</td>
<td>37.5 hours at on-scale rate</td>
</tr>
<tr>
<td></td>
<td>8:30 a.m. to 6:30 p.m.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9:30 a.m. to 7:30 p.m.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11:00 a.m. to 9:00 p.m.</td>
<td></td>
</tr>
</tbody>
</table>

Workweek: 4 days with W/E and Holiday rotation

Overtime: After 40 hours worked

6.) WEEKEND PER VISIT PART-TIME

<table>
<thead>
<tr>
<th>Hours/</th>
<th>Shifts</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visits</td>
<td>Pursuant to</td>
<td>Statutory;</td>
</tr>
<tr>
<td></td>
<td>Minimum of 7 weekends per quarter and 2 holidays</td>
<td>Article 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Statutory;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pay</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Statutory;</td>
</tr>
</tbody>
</table>

Mileage per
Section 1B
year pension
(must meet
eligibility
requirements);
seniority

Work Week
Saturday and Sunday
Holiday rotation as per
Article 2, Section 6

Overtime
None

Pay
Per visit
reimbursement.
Per visit rate includes:
paperwork, on-scale rate
for meetings, in-service
and hourly work (e.g. senior
wellness, assisted living,
home care intake
coordinator).

7.) FULL-TIME - 3 DAYS/WEEK

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 hrs/wk</td>
<td>8:30 a.m.- 9:00 p.m. (12 hours) lunch</td>
<td>Equal to full/time regular employee.</td>
</tr>
</tbody>
</table>

Work Week
Any 3-12 hr day

Overtime
After 40 hrs worked

Pay
37.5 hrs at on-scale rate
and W/E (7.5)
and holiday rotation

8.) FULL-TIME - 3 DAYS/WK AT 9.5 HRS/DAY,
PLUS 1 DAY OF 9.0 HRS.

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shifts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visits - 37.5 hours per week</td>
<td>8:00 a.m. to 6:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>9:00 a.m. to 7:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>10:00 a.m. to 8:00 p.m.</td>
</tr>
</tbody>
</table>

Benefits
Equal to regular full-time employees
Workweek
4 days; with W/E and Holiday rotation

Overtime
After 40 hours worked

Pay
37.5 hours at on-scale rate

9.) FULL-TIME - 3 DAYS/WEEK/WEEKENDS

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 hrs/wk</td>
<td>8:30 a.m. - 9:00 p.m.</td>
<td>Equal to full/time regular employee, except 5 holidays (12 hrs each) to be taken on either an actual holiday when scheduled to work, or as floating holidays on scheduled work days.</td>
</tr>
</tbody>
</table>

10.) FULL-TIME – (2) 12 HR SHIFTS, SAT & SUN EVERYOTHER WEEKEND AND (2) 12 HR WEEKDAY SHIFT

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 hrs/wk</td>
<td>8:30 a.m. - 9:00 p.m.</td>
<td>Equal to full/time regular employee, except 5 holidays (12 hrs each) to be taken on either an actual holiday when scheduled to work, or as floating holidays on scheduled work days.</td>
</tr>
</tbody>
</table>
work days.

<table>
<thead>
<tr>
<th>Work Week</th>
<th>Overtime</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) 12 hr shifts, Sat. &amp; Sun. every other weekend, (2) 12 hour weekday shifts; no W/E or holiday rotation</td>
<td>After 40 hrs worked</td>
<td>37.5 hrs at on-scale rate</td>
</tr>
</tbody>
</table>

11.) PART-TIME – EVERY OTHER WEEKEND, 12 HOURS SATURDAY & SUNDAY AND ONE 7.5 HOUR DAY DURING THE WEEK.

**Hours/Visits**
- 30 hours per week

**Shifts**
- 8:30a.m. to 9:00p.m. (WEEKENDS)
- 8:30a.m. to 4:30p.m. or 1:00p.m. to 9:00p.m. (WEEKDAYS)

**Benefits**
- All benefits except health insurance, pro-rated on actual hours worked.

**Workweek**
- 3 days (2 – 12 hour and 1 (6) hour days; with no W/E and Holiday rotation

**Overtime**
- After 40 hours worked

**Pay**
- on-scale rate

Employees on Work Schedule Option Four (4) shall have the option of working 12 hours on W/E and Holiday rotations.

Employees on Work Schedule Option Five (5) shall have the option of working 9.5 hours on W/E and Holiday rotations.
In addition, new Work Schedule Options shall be added for FT 3 days/week and FT 4 days/week that provide 12 hour and 9.5 hour W/E and Holiday Rotation with all other terms the same as Work Schedule Options 4 and 5.

Employees currently on Work Schedule Options 4 and 5 shall have the option to switch to new Work Schedule Options 10 or 11 by July 1, 2011.

12.) FULL TIME EVENING (Hospice)

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 hrs/wk</td>
<td>3 p.m. - 9:00 p.m.</td>
<td>Equal to full/time</td>
</tr>
<tr>
<td></td>
<td>1 p.m. - 7:00 p.m.</td>
<td>regular employee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>mileage, pension</td>
</tr>
<tr>
<td></td>
<td></td>
<td>statutory benefits</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Week</th>
<th>Overtime</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 hr shifts, 5 days a week, W/E and holiday rotation</td>
<td>After 40 hrs worked</td>
<td>37.5 hrs at on-scale rate</td>
</tr>
</tbody>
</table>

13.) PART TIME

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5 hrs/wk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Week</th>
<th>Overtime</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.5 hr shifts, Every other W/E No Holiday Rotation</td>
<td>After 40 hrs worked</td>
<td>hrs at on-scale rate</td>
</tr>
</tbody>
</table>

14.) PART-TIME - 3 DAYS/WEEK

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.5 hrs/wk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Week</th>
<th>Overtime</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9:00 a.m. - 5:00 p.m.</td>
<td>Equal to part/time</td>
</tr>
<tr>
<td></td>
<td>8:30 a.m. – 4:30 p.m.</td>
<td>All benefits except health</td>
</tr>
</tbody>
</table>
insurance, pro-rated on actual hours worked.

<table>
<thead>
<tr>
<th>Work Week</th>
<th>Overtime</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.5 hr days,</td>
<td>After 40 hrs worked</td>
<td>22.5 hrs at on-scale rate</td>
</tr>
<tr>
<td>W/E and holiday rotation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

15.) **PART-TIME - 4 DAYS/WK AT 7.5 HOURS.**

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>- 30 hours per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shifts</td>
<td>Benefits</td>
</tr>
<tr>
<td>8:30 a.m. to 4:30 p.m.</td>
<td>Equal to regular full-time employees</td>
</tr>
<tr>
<td>9:00 a.m. to 5:00 p.m.</td>
<td></td>
</tr>
</tbody>
</table>

Workweek
4 days; with W/E and Holiday rotation

Overtime
After 40 hours worked

Pay
30 hours at on-scale rate

16.) **W/E - F/T (BAYLOR)**

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 hrs/weekend</td>
<td>8:30 a.m. 9:00 p.m.</td>
<td>All benefits prorated on actual hours worked; 4 holidays (7.5 hr days); 2-15 min. paid breaks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work Week</th>
<th>Overtime</th>
<th>Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday &amp; Sunday</td>
<td>After 40 hrs worked</td>
<td>30 hrs at on-scale rate</td>
</tr>
</tbody>
</table>
17) **W/E - PART TIME (BAYLOR)**

<table>
<thead>
<tr>
<th>Hours/Visits</th>
<th>Shift</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 hrs, every other weekend</td>
<td>8:30 a.m. 9:00 p.m. (12 hours)</td>
<td>All benefits except health insurance, prorated on actual hours worked; 2 holidays (7.5 hr days); 2-15 min paid breaks.</td>
</tr>
</tbody>
</table>

**Work Week**
- Saturday and Sunday

**Overtime**
- After 40 hours worked

**Pay**
- 30 hrs at on-scale rate per pay period

**ARTICLE 30 – WAIVER OF BARGAINING AND COMPLETE AGREEMENT**

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

**ARTICLE 31 – SEVERABILITY**

Should any provision or provisions of this Agreement or any application thereof be or become unlawful by virtue of any federal or state law, or for any other reason, such provision or application thereof shall be revised or considered null and void, as appropriate, so as to render it no longer unlawful, and this Agreement shall in
all other aspects continue in full force and effect for the remainder
of the term thereof.

**ARTICLE 32 – ASSIGNABILITY**

During the period of this Agreement, it shall be binding upon and
inure to the benefit of the successors and assigns of the respective
parties hereto.

**ARTICLE 33 – OUT OF TITLE WORK**

Employees who are requested by the Employer to perform
functions normally assigned when working in a title which is
supervisory shall receive a differential of four dollars ($4.00) of
their hourly base pay for each hour they are required by the
Employer to perform said function(s). In the event that said
employee is entitled to any other contractual benefit (e.g. overtime
pay, shift differential) while she/he is working out of title, she/he
shall receive that benefit for those hours worked.

**ARTICLE 34
LABOR-MANAGEMENT COMMITTEE**

**Section 1:**

The Union and Employer agree to the creation of a Labor-
Management Committee. There shall be three (3) representatives
selected by the Union and three (3) representatives selected by the
Employer. The JNESO Union Representative and Human
Resources Representative shall act as co-chairs of the committee.

**Section 2:**
The Committee shall meet bi-monthly. Upon request of either party, meetings on the alternating months will be scheduled. Employees, if working, shall be released with pay in order to attend meeting.

**Section 3:**

This Committee shall function completely separate from and independent of all grievance procedures under this Agreement and these meetings shall not be considered negotiating sessions.
ARTICLE 35 – DURATION

Section 1:
This Agreement shall become effective as of April 1, 2017 (except as set forth herein), and shall remain in effect until March 31, 2020. If no Agreement has been agreed upon by March 31, 2020, the parties mutually agree that the contract will be extended for forty-five (45) days until May 15, 2020.

Section 2:
The parties further agree to meet for the purposes of negotiating increases in good faith for the wages set forth in Article 3, Section 1, to be bargained by March 31, 2019. If no agreement has been reached by March 31, 2019, the parties mutually agree that the bargaining period will end.

In the event the parties cannot agree on the issue of wage increases by March 31, 2019, the union and the employer will negotiate wage increases retroactive to April 1, 2019 during the negotiations for a successor agreement to commence April 1, 2020.

Section 3:
Negotiations may be reopened if written notice of the intention to reopen such matter or matters is given not less than sixty (60) nor more than ninety (90) days prior to March 31, 2020 by either of the parties hereto.
IN WITNESS WHEREOF, the parties, by their duly authorized officers and representatives, have hereunto and to a duplicate original hereof, set their hands and seals as of this first day of April, 2017.

WITNESS:                      VNA HEALTH GROUP

Mr. Gene Karlen
Chief Human Resource Officer  OF NEW JERSEY

Mr. John A. Chiappinelli
Chief of Legal Affairs & Compliance

WITNESS:                      VNA HEALTH GROUP

BY:                          OF NEW JERSEY

Ms. Barbara Barbato
Local President

Ms. Maureen Langan
Labor Representative

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY STAFF NURSES ASSOCIATION:

WITNESS:                      JNESO

Ms. Jennifer Henrik
Ms. Josephine Sundberg
Ms. Darcy Ciszek
Ms. Sandra Ambrase

BY:                          JNESO

Ms. Elizabeth Kudrick
Ms. Aptie Flood
Ms. Claire Gauer
Ms. Barbara Chiappinelli
# SCHEDULE A
## RN WAGE SCALES

<table>
<thead>
<tr>
<th>Experience</th>
<th>3-Sep-17</th>
<th>1-Apr-18</th>
<th>1.5%</th>
<th>1.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 years</td>
<td>$32.00</td>
<td>$32.48</td>
<td>1.5%</td>
<td></td>
</tr>
<tr>
<td>6-10 years</td>
<td>$33.50</td>
<td>$34.00</td>
<td>1.5%</td>
<td></td>
</tr>
<tr>
<td>11-15 years</td>
<td>$35.00</td>
<td>$35.53</td>
<td>1.5%</td>
<td></td>
</tr>
<tr>
<td>16-20 years</td>
<td>$36.50</td>
<td>$37.05</td>
<td>1.5%</td>
<td></td>
</tr>
<tr>
<td>21+ years</td>
<td>$38.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTC</th>
<th>1.5%</th>
<th>1.5%</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Per Visit Rates</th>
<th>1.50%</th>
<th>1.50%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1-Apr-2017</td>
<td>1-Apr-2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VNACJ Staff</th>
<th>1.50%</th>
<th>1.50%</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Per Diem</th>
<th>4/1/2017</th>
<th>4/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekday</td>
<td>$40.58</td>
<td>$41.19</td>
</tr>
<tr>
<td>Weekend</td>
<td>$43.02</td>
<td>$43.67</td>
</tr>
<tr>
<td>Per Visit</td>
<td>Current</td>
<td>4/1/2017</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.5%</td>
</tr>
<tr>
<td>Re-Visit</td>
<td>$61.10</td>
<td>$62.02</td>
</tr>
<tr>
<td>Recertification</td>
<td>$65.58</td>
<td>$66.56</td>
</tr>
<tr>
<td>Resumption</td>
<td>$74.67</td>
<td>$75.79</td>
</tr>
<tr>
<td>Admission</td>
<td>$90.46</td>
<td>$91.82</td>
</tr>
<tr>
<td>Discharge Visit</td>
<td>$61.10</td>
<td>$62.02</td>
</tr>
<tr>
<td>HHA supervision visit</td>
<td>$61.10</td>
<td>$62.02</td>
</tr>
</tbody>
</table>
**Holiday Visits** $20.00 additional per visit  
**Weekend Visits** $10.00 additional per visit or hourly, whichever is higher

<table>
<thead>
<tr>
<th>Specimens processing</th>
<th>lab in a box for Medicare</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transfer to MCR</strong></td>
<td>will be made part of the chart</td>
</tr>
<tr>
<td><em>HHA supervision-telephone (1)</em></td>
<td>On scale hourly rate</td>
</tr>
<tr>
<td><em>Not home not found (2)</em></td>
<td>On scale hourly rate</td>
</tr>
<tr>
<td><em>In-service</em></td>
<td>On scale hourly rate</td>
</tr>
<tr>
<td><em>Discharge-telephone (1)</em></td>
<td>On scale hourly rate</td>
</tr>
<tr>
<td><em>Computer Difficulties (3)</em></td>
<td>On scale hourly rate</td>
</tr>
</tbody>
</table>

2017 Longevity - Those hired prior to January 1, 2000  
(SENIORITY DATE) $1750

Those hired prior to January 1, 2007 but after January 1, 2000  
$875

2017 1% bonus given to all current employees for quality

2018 Star bonus Homecare and HCICs/Liaisons-1% for maintaining 4 stars 5% for getting 5 stars
2018 Liaisons and Hospice-Patient Satisfaction Bonus-1% for achieving 80%, 3% for achieving 85% or 5% for achieving 90%

Section 1:

Nurses will advance to the next step on the guide on 4/1/2017 and/or 4/1/2018.

Section 2:

The Employer will determine hiring-in rates. In determining the hiring-in rate for a newly hired Nurse, the Employer has the discretion to credit up to seventy-five percent (75%) of the experience of the Nurse, up to a maximum of fourteen (14) steps on the step schedule for up to fourteen (14) years of eligible experience, based on up to 18.6 years of eligible experience, in any of the following areas: community health, hospice, med-surg, case management, gerontology, maternal/child health and OB/GYN.

Section 3:

The Employer will hire Nurse Practitioners at Step 20 of the salary guide, depending on job-related experience. All presently employed Nurse Practitioners will, effective with the signing of this Agreement, have their steps increased to Step 20, at the discretion of VNACJ, depending on job-related experience. For the purpose of calculating the service credit, VNACJ will use the information in its possession.

Section 4:

All employees who were employed as of April 1, 2002 will receive a one-time step increase for seventy-five percent (75%) of the employee’s non-Employer nursing experience. The increase will
be equal to one (1) step for each creditable year of nursing experience, up to a maximum of fourteen (14) years’ credit (based on up to 18.6 years of experience), less any credit already received from the Employer. The nursing experience must have been in community, health, hospice, med-surg, case management, gerontology, maternal-child health or OB-GYN. For the purpose of calculating the service credit, the Employer will use the information in its possession. If additional information is necessary, an eligible employee hired prior to April 1, 2004 will be provided two months from the date of contract signature to submit his/her resume identifying the name and address of the employer, dates of service and a description of the job duties for each position held in order to receive credit on prior experience. Employees hired after April 1, 2004 will be provided experience credit in the same manner set forth above.

SCHEDULE B
LPN WAGE SCALES

<table>
<thead>
<tr>
<th>Experience</th>
<th>4/1/2017</th>
<th>4/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>24.00</td>
<td>24.36</td>
</tr>
<tr>
<td>11-20</td>
<td>26.50</td>
<td>26.90</td>
</tr>
<tr>
<td>21+</td>
<td>28.50</td>
<td>28.93</td>
</tr>
<tr>
<td>VNACJ</td>
<td>1.50%</td>
<td>1.50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>4/1/2016</th>
<th>4/1/2017</th>
<th>4/1/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Hour</td>
<td></td>
<td>1.5%</td>
<td>1.5%</td>
</tr>
<tr>
<td></td>
<td>$29.72</td>
<td>$30.17</td>
<td>$30.62</td>
</tr>
<tr>
<td>Per Visit</td>
<td>$40.15</td>
<td>$40.75</td>
<td>$41.36</td>
</tr>
</tbody>
</table>
SCHEDULE C

STAFF LEVELS AND RECOGNITION PAY

Section 1:
The salary rates listed in Schedules A and B are base hourly rates and do not include recognition pay or differentials.

Staff Nurse:
Staff Nurses are paid based on Schedule A from the date of hire.

Nurse Clinician:
Nurse Clinician. An additional $1.25/hour

Nurse practitioner/Clinical Specialist:

Section 2: Certifications

Additional hourly recognition pay is given as follows:

A. National Certification from National Boards $2.00
   ANCC
   Gerontological Nurse
   Pediatric
   Med-Surg
   Cardiac/Vascular
   Pain Management

B. RNCB (Rehabilitation Nursing Certification Board)
   $2.00 CRRN
C. Wound, Ostomy, Continence Nursing Certification Board (WOCNCB) $2.00
   CWOCN
   CWON

D. National Alliance of Wound Care & Ostomy (WACN) $1.00
   WCC
   OMS

E. Hospice Certifications $2.00
   Certified Hospice & Palliative Care Nurse (LPN $1)
   Certified Hospice & Palliative Care Administrator
   (CHPCA)
   Certified in Perinatal Loss (CHPPN)
   Certified Hospice & Palliative Pediatric Nurse

F. The Employer will pay Registered Nurses, including per visit nurses, so certified the hourly amount provided the area of certification relates directly to their current position. The Registered Nurse will be responsible for keeping her/his certification current in order to receive the recognition pay. Recognition Pay will begin on the date the certification is presented to Human Resources for processing; it will not be back dated to the date certification completed. It is the responsibility of the nurse to ensure certification is presented to Human Resources.

Section 3: Degrees

A. Bachelor’s degree related to Nurse’s job, as determined by Agency $2.00
B. Master’s degree related to Nurse’s job, as determined by Agency $2.50

C. The Employer only pays additional hourly recognition pay for highest degree, BS or MS; pay is not cumulative.

D. Shift Differential -

1. Extended case hours: 3:30 p.m. to 11:00 p.m. – fifteen percent (15%) of same hourly rate;

2. 11:00 p.m. to 7:00 a.m. - twenty percent (20%) of the employee’s regular hourly rate for the time spent in the actual delivery of patient care.

E. Regular weekend work (as defined in Article 2.6(a): In the event the Employer posts positions involving regularly scheduled weekend work (as referred to in article 2.6(a), the Employer may, in its discretion, pay up to a fifteen percent (15%) differential for non-overtime hours worked on Saturday and Sunday.

F. All eligible nurses will receive hourly recognition pay. Recognition pay for per visit paid nurses will be based upon the following equivalent time, inclusive of travel time and indirect time:

- Revisit: 1 hour
- Recertification: 1.5 hours
- Resumption of care: 2.5 hours
- Admission: 3 hours

Section 3:
A. In circumstances in which the Employer determines that, during regularly scheduled hours, there are patient care needs outside of Monmouth County that cannot be met by utilizing non-bargaining unit staff, the Employer, in its sole discretion, may offer available assignments to JNESO staff nurses. Any such available assignments shall be offered on a volunteer basis, first by seniority in the affected regional office, and thereafter generally by bargaining unit seniority. Except as set forth in subsection (b), any nurse who performs an assignment outside of Monmouth County under this provision, during regular work hours, shall be paid a differential of ($ 5.00) per hour, portal to portal, for the travel time and work out of Monmouth or Ocean Counties. The Hospice and Palliative Care Program shall have the right to assign work out of county on weekends to Middlesex and Mercer Counties provided, however that such right to assign work in Mercer County shall terminate on May 17, 2012. The differential shall be in addition to all other wages and applicable differentials (except the differential set in Schedule C, Section 4).

B. The following locations are excluded from this provision:

1. Work performed in Cheesequake Village, Laurence Harbor, Cliffwood Beach, and Morgan, provided however, that nothing in this Agreement shall require the Employer to offer or assign visits in these locations to JNESO Nurses; and

2. All community-based programs and grant programs. These exclusions shall not apply to night nurses.

Section 4:

Critical Need Incentive Pay
In circumstances in which the Employer determines that there is patient care need that cannot be met by staff, the Employer, in its sole discretion, may offer the available patient visits(s) to nurses on a volunteer basis. To invoke this procedure, the Employer will send a broadcast voicemail and e-mail to Nurses identifying the call as a Critical Need Incentive Pay offer. The available visits shall be offered by seniority, first in the affected regional office, and thereafter generally by bargaining unit seniority, provided however that Nurses shall be required to respond within one (1) hour of the announcement to reserve a place. Any nurse who performs a patient visit(s) under this provision outside of her/his regular work hours shall be paid in addition to all other wages and applicable differentials:

- Revisit: $30.00
- Recertification: $30.00
- Resumption of care: $100.00
- Admission: $100.00

Critical Need On-Call Shift Bonus Hospice

In circumstances in which the Employer determines that there is patient care need for an on-call shift that cannot be met by staff, the Employer, in its sole discretion, may offer the available on-call shifts to nurses on a volunteer basis. To invoke this procedure, the Employer will send a broadcast voicemail and e-mail to Nurses identifying the call as a Critical Need Shift Bonus offer. The available shifts shall be offered by seniority, first in the affected regional office, and thereafter generally by bargaining unit seniority, provided however that Nurses shall be required to respond within one (1) hour of the announcement to reserve a place. Any nurse who performs shift coverage under this provision outside of her/his regular work hours shall be paid, $125.00 for an 8 hour shift and $250.00 for a 16 hour shift.
ADDENDUM A:

Nursing Career Ladder

The Nursing Career Ladder is based on the writing of Patricia Benner and provides a framework that supports lifelong learning for nurses, making it relevant for practice, research and education.

The goal is to promote clinical excellence, leadership, and professional development.

The Career Ladder is a voluntary process. Nothing in the ladder replaces the terms and conditions of work that are negotiated in the collective bargaining agreement unless both parties mutually agree.

General Requirements and Eligibility Criteria for nurses:

Each applicant for the Nursing Career Ladder must meet the following requirements:
- A full-time or part-time staff nurse
- Meets minimum job description requirements
- Meets standards of Annual Performance Appraisals (both General and Job)
- Successful completion of all clinical competencies
Have not received written discipline in the 12 month period immediately preceding the application.

- All supporting evidence must be from the 12-month period prior to application submission and while employed at the Employer/affiliates.

Apply for Career Ladder (CL) III or higher.

To stay on ladder, must re-apply annually.

**LEVELS**

Within each level, all requirements must be met:

**CL III**

18 or more months at the Employer/affiliates OR at least 6 months at the Employer/affiliates plus relevant home care experience (one year within last three years)

Nationally recognized certification or BSN Degree or working towards BSN Degree

- (minimum 9 credit hours in 12 month period)
Minimum 75 total points required
- Minimum 25 points required in Quality Nursing Practice
- Minimum 25 points required in Neighborhood Nursing
- Remaining 25 points can be in any area of excellence
Acceptable Clinical Practice Case Study meets criteria

CL IV
2 or more years at the Employer/affiliates
- with minimum one year in current role
- Nationally recognized certification
BSN Degree or higher
- Minimum 100 total points required
- Minimum 25 points required in Quality Nursing Practice
- Minimum 25 points required in Neighborhood Nursing
- Minimum 25 points required in Professional Development

Remaining 25 points can be in
any area of excellence

Acceptable Clinical Practice Case Study meets criteria

CL V

3 or more years in current RN role at the Employer/affiliates
Nationally recognized certification
MSN Degree
- or higher
Points required in each area of excellence:
Minimum 125 total points

- required
  Minimum 25 points required in each of the 4 areas
  Remaining 25 points can be in any area of excellence

- Decision made with regards to the career ladder shall be arbitrable.

- Nurses who attain CL III, IV, and V, shall be paid a lump sum payment of the following amounts within thirty (30) days of attainment of the respective CL level:

CL III: $500.00

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PROCESS:

Application deadlines are January 31, April 30, July 31 or October 31. If an applicant is on the ladder he/she must remain at the level for one year before applying to move up. Applicant will be notified by email of the committee's decision within 10 working days of application deadline. If an applicant disagrees with the committee's decision, he/she can appeal. Written notice must be sent to the Manager of Professional Nursing Practice within 7 working days of application status notification, informing the committee that the applicant wishes to appeal the decision. She/he must then provide all required documents and resubmit within 10 working days of written notice. The binder will then be reviewed by 3 other committee persons that have not previously reviewed the binder.

COMMITTEE:

Career Ladder Committee will be comprised of 12 members. The inaugural committee will be 4 elected from the existing Career Ladder Committee, 4 managers appointed by the CNO and 4 interns. Thereafter, it will consist of 4 experienced RN staff, 4 managers and 4 lesser experienced RN staff or interns. For the binder to be approved a majority of the 3 person review group must agree.

All other information not included from (Content of submission, Process, Committee, Nurse Career Ladder Work Sheet) will be
included on a separate document to be signed and initialed. No changes will be made unless mutually agreed.

September 25, 2017

Mr. John A. Chiappinelli  
Chief of Legal Affairs & Compliance  
VNA Health Group  
23 Main Street  
Suite D1  
Holmdel, NJ 07733

Re: Side Letter- Recognition

Dear Mr. Chiappinelli:

The parties subject to the collective bargaining agreement as amended on April 1, 2002 and April 1, 2004 hereby agreed to make editorial changes to the Recognition article of the contract. Specifically, the parties agreed to amend the contract by removing all references to staff levels I, II, IV, and V. The parties acknowledge that this change was made to reflect the actual titles that are represented by JNSEO and was not intended to alter or modify the composition of the bargaining unit.
September 25, 2017

Mr. John A. Chiappinelli  
Chief of Legal Affairs & Compliance  
VNA Health Group  
23 Main Street  
Suite D1  
Holmdel, NJ 07733

Re: Side Letter-Per Diem Membership/ Staffing and Acuity

Dear Mr. Chiappinelli:

The following was agreed to by the parties during bargaining of the 2017 to 2020 agreement.

1. For the purpose of determining per diem bargaining unit membership, visits made by per diem Nurses who are paid on a per visit basis shall be accorded the following equivalent time, inclusive of travel time and indirect time:
Revisit 1 hour
Recertification 1.5 hours
Resumption of Care 2.5 hours
Admission 3 hours

The parties agree that these values shall be used solely for the purposes stated above, and that they shall not be used for any other purpose.

The foregoing visit values may be changed based upon computerized time records maintained by the Employer of time recorded by the Employer’s Nurses for visits, travel time, and indirect time. All Nurses shall be required to designate visit, travel, and indirect time, and the Employer shall maintain such records. To the extent such records demonstrate a variance for the foregoing values, either party may not more than semiannually, demand that the average be used. If the other party refuses to accept such average, the party may proceed with an expedited arbitration through the Federal Mediation and Conciliation Service.

2. The Employer and JNESO shall establish a sub-committee to study staffing and acuity issues and negotiate appropriate contract language pertaining to same.

[Signatures]

Mr. John A. Chiapparelli
Chief of Legal Affairs & Compliance

Ms. Meredith Laugen
Labor Representative
September 25, 2017

Mr. John A. Chiappinelli
Chief of Legal Affairs & Compliance
VNA Health Group
23 Main Street
Suite D1
Holmdel, NJ 07733

Re: Side Letter-On-Call Night Nurse

Dear Mr. Chiappinelli:

The following was agreed to by the parties during bargaining of the 2017 to 2020 agreement.

It is current practice that if the on-call night nurse covers Middlesex County during the shift of 9:00 p.m. to 8:30 a.m., then the on-call night nurse will receive a stipend of $160 per shift for taking call. In the event the on-call night nurse goes to a visit, she/he receives the stipend and her/his hourly rate for visit and travel time.

This practice will remain in place throughout the life of the collective bargaining agreement.

[Signatures]

Mr. John A. Chiappinelli
Chief of Legal Affairs & Compliance

Ms. Meredith Larson
Labor Representative
September 25, 2017

Mr. John A. Chiappinelli
Chief People Officer
VNA Health Group
23 Main Street
Suite D1
Holmdel, NJ 07733

Re: Schedule C - Crossing Over

Dear Mr. Chiappinelli:

The following was agreed to between the parties with respect to the agreement to add Schedule C, Section 3 to the Collective Bargaining Agreement beginning on April 1, 2009.

The Employer asserts that it has the management right to assign work to JNESO nurses outside of Monmouth County (“out of county work”).

JNESO asserts that its members are not obligated to perform work out of Monmouth County.

The parties agree that each shall have all their respective rights under the CBA, and all rights to assert their respective positions in any grievance or arbitration procedure relating to this issue.

[Signatures]

Mr. John A. Chiappinelli
Chief of Legal Affairs & Compliance

Ms. Meredith Larson
Labor Representative