

Collective Bargaining Agreement

between

**Visiting Nursing Association
of Western New York, Inc.**

and

**Communications Workers
of America, AFL-CIO**

From: April 1, 2024 To: March 31, 2027

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ARTICLE 1 GENERAL PROVISIONS

Section 1.1 Bargaining Unit

1.1.1 The Association hereby recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment in the bargaining unit as outlined below.

Including: Registered Nurses and all other professional employees, including Occupational Therapists, Physical Therapists, Speech Pathologists, Social Workers, Respiratory Therapists, Nutritionists, Licensed Practical Nurses, Licensed Physical Therapy Assistants, Certified Occupational Therapy Assistants, Phlebotomist Technicians, Pharmacists Home Care, Pharmacy Technicians, Warehouse Technicians, Drivers, Coding Specialists Home Care, Clinical Documentation Specialists Home Care, and all Business Office Clerical employees and Service and Maintenance employees.

Excluding: all other technical employees, Home Health Aides, Bookkeepers, Marketing Representatives, Wound Care Specialists, Guards, and supervisors as defined in the Act.

1.1.2 The provisions of this Agreement cover each Association employee for whom the Union is recognized as representative pursuant to the preceding paragraph. No part of this Agreement, however, shall apply to temporary employees except as provided below.

1.1.3 Nothing in this Agreement may be construed to create nor is it intended to create any contractual obligations, legal or equitable, on the part of the Association to its employees beyond those stated in the Agreement itself. Words used in this Agreement such as trial, probationary, permanent, full-time, etc. refer to states of employment.

1.1.4 The Employer will provide the Local Union, on a monthly basis, a list of all newly hired employees, **contracted workers, interns**, additions to the bargaining unit, transfers into or out of the bargaining unit, a list of terminations and deletions from the bargaining unit, a list of per diem employees as well as their hours worked, a seniority list and an alphabetical bargaining unit list with home addresses. Additionally, the Employer will provide the new-hire letter to the Local Union immediately following the new employee's first day of attendance at orientation.

1.1.5 Responsible Union-Management Relationship

The Association and the Union recognize that it is in the best interest of both parties, the employees, and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Association and the Union, and their respective representatives at all levels, will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all

employees covered by this Agreement. Each party shall bring to the attention of all employees in the units covered by this contract including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

1.1.6 Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Association prior to the signing of this Agreement are retained by it and the exercise by the Association of any such authority, rights or responsibilities is not subject to the grievance or arbitration provisions of this Agreement.

It is expressly recognized, merely by way of illustration and not by way of limitation, that such authority, rights and responsibilities include, but are not limited to, the right to determine the mission, purposes, objectives and policies of the Association; to determine facilities, methods, means and number of personnel for the conduct of the Association's programs and operations; to direct and supervise all aspects of professional care and treatment; the selection, recruitment, hiring, training, retention, promotion, assignment or transfer of employees; to direct, deploy and utilize the work force; to establish work schedules, including the work week and the workday; to establish specifications for each class of positions and allocate or reallocate or abolish new or existing positions; to establish personnel rules; and to discharge or otherwise discipline employees for just cause.

1.1.7 The Employer agrees that they will not create non-bargaining unit positions that fall within the bargaining unit as defined in Article 1, General Provisions, Section 1.1.1 of the contract.

1.1.8 The Employer will provide the Union with advance notice of at least thirty (30) days of the creation of all professional, registered nurse, technical and clerical non-supervisory positions that will be included in the bargaining unit. The Employer will set the initial wage rate; however, the parties will meet to negotiate over the final placement of the position in the wage group.

Section 1.2 Probationary Employees

1.2.1 New full-time employees, part-time employees, employees who transfer from the Kaleida Health System, and per diem employees who enter the bargaining unit for the first time or re-enter the bargaining unit in a new job classification, shall have a probationary period of ninety (90) calendar days on the job. Upon employment by the Association, Graduate Nurses shall have a probationary period of two hundred seventy (270) calendar days. In the event that upon the expiration of a probationary period, the Association wishes to evaluate an employee further, the Association may twice extend the probationary period for an additional thirty (30) calendar days each on the job and shall give prompt written notification of the extension to the Union.

1.2.2 During the regular or extended probationary period, the Association reserves the right to demote, suspend, dismiss or lay-off any probationary employee at the

Association's sole discretion, with or without cause, and without recourse to the grievance or arbitration provisions of this Agreement.

1.2.3 During their probationary period, employees are not eligible for transfers to other work groups or geographic service areas, on-call responsibilities, or direct patient care overtime. During any extension of the probationary period, at the discretion of and upon the approval of the employee's manager, a probationary employee will be eligible for direct patient care overtime as outlined in Article 4, Hours of Work, Section 4.2.3.

Section 1.3 Trial Period

1.3.1 Promoted employees and employees who are transferred to a different job classification shall have a ninety (90) calendar day trial period on a new job in which:

- a.) the Association shall have the option to return the employee to a job in the same or similar job classification with the same rate of pay in the same geographic service area as the position the employee was promoted or transferred from, provided the employee receives at least thirty (30) days written notice that she/he may be returned;
- b.) the employee, upon request, shall be permitted to return to the same or similar job classification with the same rate of pay in the same geographic service area as she/he was promoted or transferred from, providing such request is made in writing within the first forty-five (45) calendar days of the trial period; and
- c.) any employee displaced as a result of Section 1.3.1(b) above, will be returned to the same or similar job classification with the same rate of pay in the same geographic service area held prior to her/his transfer.

Section 1.4 Temporary Employees

1.4.1 The Association will endeavor to utilize qualified employees to fill temporary vacancies in higher paying job classifications, provided that in the judgment of the Association, such use will not unduly impair the operational efficiency of the employee's department.

1.4.2 Temporary employees may be engaged to replace regular employees while the regular employee is on vacation, sick leave, or leave of absence, or for a specific project, but not to exceed a period of ninety (90) consecutive days; except that a temporary employee may be employed for a period in excess of ninety (90) days for the purpose of replacing a bargaining unit employee who is on a leave of absence which exceeds ninety (90) days.

1.4.3 Temporary employees will not be utilized to do bargaining unit work which can be performed by qualified and available laid off employees, or by taking reasonable steps to increase the number of hours worked by qualified and available part-time employees. However, the Association shall not be required to offer clerical or maintenance work to

laid off or part-time care provider employees. If the Association desires to permanently fill a position that has been filled by a temporary employee, the position shall be posted and filled through the normal process.

1.4.4 Within ten (10) working days of the employee's start date, the Union will be notified, in writing, of the name, start date, work location and job title of the employee(s).

Section 1.5 Part-Time Employees

1.5.1 Part-time employees will be divided into two (2) categories:

- a.) Regular part-time employees are those who are regularly scheduled by the Association to work at least forty (40) hours, but less than eighty (80) hours each pay period.
- b.) Limited Benefit part-time employees are those that are regularly scheduled by the Association to work less than forty (40) hours per pay period.

1.5.2 The Association will consider applications by two (2) regular part-time staff members for full-time positions. The two (2) regular part-time staff members will assume the job responsibilities detailed in the job description. However, in a case where a full-time employee and two (2) regular part-time employees apply for the same position, the full-time employee shall be given preference. Regular part-time employees applying for full-time positions shall be awarded positions on the basis of seniority and shall have preference over new hires.

- a.) Job shares will be considered one (1) full-time equivalent when scheduling weekend, holiday, evening, and on-call rotation.
- b.) If one-half ($\frac{1}{2}$) of a job share team reaches twenty-five (25) years of service with the Association, the second half of the team will continue to complete the on-call rotation, but the employee will be assigned into every other rotation based upon her/his seniority.
- c.) If one-half ($\frac{1}{2}$) of a job share team becomes disabled, the second half of the team will continue to work the evening, weekend and on-call commitment included in the informational schedule. Once the informational schedule has been worked, the remaining job sharer will revert to a regular part-time schedule for evening, weekend, and on-call rotations. All remaining holiday commitments, however, will be worked by the remaining job sharer.

1.5.3 Part-time employees will be entitled to the following benefits:

- a.) Regular part-time employees shall be entitled to prorated benefits as outlined in this Agreement.
- b.) Limited Benefit part-time employees will be entitled only to bereavement leave, and no other paid benefits.

Section 1.6 Per Diem Employees

1.6.1 A per diem employee is an employee who works on a day-to-day basis when required. Per diem employees may be used to supplement the work force while the Employer is **posting positions of the same job title and** actively recruiting regular full-time and part-time employees **internally and externally** and they are unable to hire sufficient employees to meet work demands. The intent of using per diem employees is to replace contractors.

1.6.2 Per diem employees will not be considered part of the bargaining unit and will not be entitled to any of the benefits set forth in this Agreement.

1.6.3 Employees who leave the bargaining unit to become per diem employees and thereafter return to the bargaining unit, and per diem employees entering the bargaining unit for the first time shall enter the bargaining unit at a step of the applicable wage group as determined pursuant to Article 5, Wages, Section 5.1.2 of this Agreement.

1.6.4 The number of full-time equivalents of per diem employees shall annually not exceed ten (10%) percent of the average number of full-time equivalent health care providers for that calendar year.

Section 1.7 Bargaining Unit Work

1.7.1 Nursing, supervisory and management personnel who are not included in the bargaining unit shall not perform work assigned to bargaining unit employees, except in cases of emergencies, to cover absences occasioned by sickness or other leaves, to provide appropriate supervision and instruction, or to retain clinical skills, provided that such personnel shall not spend more than twenty percent (20%) of the work week providing patient care.

1.7.2 Non-clinical supervisory or managerial personnel who are not included in the bargaining unit shall not perform work assigned to bargaining unit employees, except to cover unscheduled, short-term absences, to provide appropriate supervision and instruction, to conduct audits in support of corporate compliance responsibilities, or to retain Standard Operating Procedure competencies, provided that such personnel shall not spend more than fifteen percent (15%) of the work week performing bargaining unit work. Short-term absences do not include disability, Workers' Compensation, family and medical leave or any other personal leave time.

Section 1.8 Job Descriptions

1.8.1 All job descriptions which are currently in place shall remain in effect, unless changed in accordance with Section 1.8.2 below.

1.8.2 Should it become necessary to change existing or create new job descriptions, the Employer will produce a suggested change in writing thirty (30) days prior to the proposed implementation and give the Union an opportunity to discuss it. If the Union disagrees with the rate of pay as proposed by the Employer, they may file a grievance at Step 3 of the Grievance Procedure Article of this Agreement, provided it does so

within twenty (20) calendar days from the date on which the revision or rate is set and announced.

Section 1.9 Seniority

1.9.1 “Corporate Seniority” shall mean the length of unbroken service of an employee covered by this Agreement beginning with her/his most recent date of hire by Kaleida Health, including by the Association, in any job classification whether or not it is or was in this VNA bargaining unit. Corporate Seniority shall be used to determine benefit eligibility and calculation for all purposes in which date of hire, length of service and/or “anniversary date” are applicable. Note: For retirement benefit purposes, eligibility is in all respects defined and controlled by the plan document (see Section 6.6.1).

1.9.2 “Bargaining Unit Seniority” shall mean the length of unbroken service of an employee in this VNA bargaining unit beginning with her/his most recent date of hire or transfer into a job classification covered by this Agreement. Bargaining Unit Seniority shall be used for all competitive purposes outlined in this Agreement (e.g. paid time off selection, job posting and bidding, transfers, on- call, holiday assignment and layoff.).

1.9.3 Monthly, the Association shall publish a seniority list and forward a copy to the Union office.

1.9.4 Corporate and Bargaining Unit Seniority shall be lost only for the following reasons:

- a.) resignation or other voluntary quit;
- b.) retirement;
- c.) discharge for cause;
- d.) absence from work for three (3) consecutive workdays without notice to the Association without giving satisfactory reasons for failure to give such notice;
- e.) engaging in gainful employment while on a leave of absence without prior approval of the Association. This shall not apply to an employee on an approved educational leave of absence;
- f.) failure to return to work upon expiration of a leave of absence, as per Article 13, Leaves of Absence;
- g.) after layoff, failure to report for work within five (5) calendar days after notification of a recall by registered or certified mail has been sent to the employee’s latest address appearing on the Association’s records, and by regular mail to the Union, or immediately upon refusal to return to work when recalled if such refusal occurs before expiration of the above five (5) calendar days;

- h.) layoff for a period of eighteen (18) months; or
- i.) absence due to illness or injury for more than fifty-four (54) consecutive weeks or absence due to employer-connected illness or injury covered by Workers' Compensation for more than seventy-eight (78) consecutive weeks. The Employer will provide an employee on Workers' Compensation or disability four (4) weeks' written notice by certified mail to the employee's last address of record that the above periods are due to expire.

An employee who is employed by another employer at the time of recall, and who advises the Association within five (5) calendar days after notification of recall of her/his intent to return to work with the Association shall, upon request, be given an additional five (5) working days to return to work for the purpose of providing her/his other employer with notice of termination.

The date of notification of recall shall be the date of either of the following, whichever is earlier:

- 1.) three (3) days after mailing; or
- 2.) actual receipt by the employee, or by a person of suitable age and discretion residing in the employee's household; or
- 3.) actual receipt by the employee later than three (3) days after mailing when unusual and extraordinary circumstances beyond the employee's fault and control have prevented the employee from receiving earlier notice of recall. In this regard, it is the responsibility of each employee to promptly notify the Association of changes of address or telephone number.

1.9.5 In any instance where seniority is used in this Agreement and two (2) or more employees share the same date the following procedure, except as specified in Article 7, Paid Time Off and Holiday Rotation, Section 7.1, will be followed:

- a.) The last four (4) digits of each employee's Social Security number will be considered as a whole number; the lowest number is the most senior. For example: Employee A – SSN = 711-04-1501, Employee B – SSN = 325-67-2738. Employee A is more senior.
- b.) In the event that the last four (4) digits are equal; add all nine (9) of the numbers in the SSN and the total lowest number will be most senior.

For Example:

Employee A – SSN = 711-04-1501

Employee B – SSN = 325-67-1501

Then:

Employee A – $7+1+1+0+4+1+5+0+1=20$

Employee B – $3+2+5+6+7+1+5+0+1=30$

Employee A is more senior.

1.9.6 Bargaining Unit Employees Returning to the Bargaining Unit

Any employee who lost seniority in accordance with Section 1.9.4 and/or who terminated employment in the VNA bargaining unit, will have the following rights if rehired by the Association in a bargaining unit position:

- a.) An employee with at least twelve (12) months of service who terminates her/his employment and is rehired within one (1) year from the date of termination of service will receive her/his original Corporate and Bargaining Unit Seniority dates for all purposes.
- b.) An employee separated from employment for more than twelve (12) months will assume the date of return as her/his new Corporate and Bargaining Unit Seniority dates for all purposes.
 - 1.) If the employee is separated for more than twelve (12) months but not for a period greater than the employee's length of service prior to separation, the employee, upon completion of five (5) years of continuous service in the bargaining unit, shall be credited with all Bargaining Unit Seniority adjusted for the time of separation. Corporate Seniority will remain as the date of return as set forth in Section 1.9.6(b).

1.9.7 Non-bargaining Unit Employees Transferring into the Bargaining Unit for the First Time From Within the Kaleida Health System:

- a.) Employees with uninterrupted service within the Kaleida Health System, including non-bargaining unit employees employed by the Association, who transfer into the bargaining unit, shall assume the date of transfer as their Bargaining Unit Seniority date.
- b.) Commencing on the date of transfer, such employee's Corporate Seniority shall be her/his date of hire within the Kaleida Health System for which she/he provided uninterrupted service up to the time of transfer into the bargaining unit per Section 1.9.1.
- c.) Such employees shall retain their accumulated paid sick days up to the maximum number of days permitted under Article 7, Paid Time Off and Holiday Rotations, Section 7.1.25, Extended Sick Bank [ESB].
- d.) Such employees shall be compensated at the step in the appropriate wage group which is nearest to the employee's salary in the position from which she/he is transferring, and for per diem employees, step placement will be determined pursuant to Section 5.1.2 (see Section 1.6.3).

Section 1.10 Job Bidding and Transfers

- a.) It is understood that openings for full-time, regular part-time, and limited benefit part-time job classifications in the bargaining unit will be posted for ten (10)

working days. Employees may bid on such openings. All bidders who meet the minimum qualifications will be interviewed for the position. An employee shall not be deemed minimally qualified for bidding purposes if that employee is not in good standing per Article 2, Definitions, Section 2.1.9 of this Agreement. Where the qualifications of an employee bidder are substantially equal to an outside applicant, the employee shall be awarded the job.

In the event of job openings, the Association will post the positions on the Kaleida Health and VNA official websites. Additionally, job postings will be emailed to all employees.

- b.) Any employee transferred to a new work group or a new job classification as a result of a job bid must remain in the new job at least six (6) months before being eligible to apply for another transfer. This shall not apply to promotions or changes of status from part-time to full-time within the same job classification or employees returned by the Association to a job in the same or similar job classification.
- c.) Community Care Coordinator, Patient Care Coordinator, Telehealth, and Hospital Liaison: The Association shall have the discretion to award positions in the Community Care Coordinator, Patient Care Coordinator, Telehealth, and Hospital Liaison classifications after interview of all bidders. The result of the individual interviews, the **professional** opinion of management as to the personal qualifications of the bidders, the work qualifications of the bidders, and the seniority of the bidders shall be considered in awarding the position. Where the qualifications of a bidder are substantially equal to another bidder, the senior employee shall be awarded the job.
- d.) Changes in work groups will be discussed with the Union before they are effective. Employees affected will be given at least thirty (30) days' advance notice of the change.

1.10.1 Seniority shall be the determining factor for all transfers of employees as a result of a job bid to different work groups or geographic service areas within their respective job classification.

1.10.2 In the event it is necessary to temporarily transfer employees from one work group to another geographic service area for a duration in excess of five (5) workdays, **volunteers will first be recruited and** seniority within the job classification within the work group within the geographic service area shall be the determining factor for employees in good standing **and, on a case-by-case basis, if the Association and Union mutually agree, particular employees who are not in good standing.**

In the event there are no volunteers, the **least senior** non-probationary employee in good standing per Section 2.1.9 **(or not in good standing, but in the mutual agreement of the Association and the Union, deemed eligible for temporary transfer)** within the job classification within the work group, within the geographic

service area will be transferred. If the employee completes the formal work plan during the term of the transfer, the temporary transfer shall be reevaluated. Before the Association posts for a position in the affected work group, the employee who involuntarily transferred shall first be given the opportunity to return to the work group she/he was transferred from.

The Union will be notified of all temporary transfers made as outlined in this Section.

1.10.3 In the event that transfers of employees become necessary, the Union steward in the work group or geographic service area will be the last employee in the job classification to be transferred.

Section 1.11 Temporary Downsizing

1.11.1 If the Association decides to reduce working hours in a geographic service area for less than twenty-one (21) calendar days, it will follow the procedure below:

- a.) The Association will first cancel all working hours for temporary, per diem and contracted employees.
- b.) If the Association decides to further reduce hours, it will not schedule any employee to work more than forty (40) hours in the same work week.
- c.) If the Association decides to further reduce hours, all remaining employees will be reduced by inverse seniority to minimum weekly working hours.
- d.) Employees affected in b and c above will be offered work in another geographic service area, on a voluntary basis by seniority, assuming such work is available.
- e.) The hours reduced under this procedure will not include the hours on a posted schedule. If additional reductions are to be made, or if the reductions will extend beyond twenty-one (21) days, the layoff provisions below will apply.

Section 1.12 Layoff/Bumping/Recall Steps

1.12.1 Layoff Steps

In the event it is necessary to layoff employees covered by this Agreement, or to eliminate a filled position covered by this Agreement, such layoffs or elimination will be done as follows:

- a.) No bargaining unit employee within a geographic service area will be laid off in a given job classification within the geographic service area due to force reduction until all temporary, occasional, per diem, or contracted employees in the same job classification within the geographic service area have been laid off.

- b.) Layoffs will be by seniority within the job classification, within the geographic service area as set out in Article 5, Wages, except in cases of temporary layoffs of not more than three (3) workdays.
- c.) Employees to be laid off will be given at least two (2) weeks' advanced notice or will be provided with a similar job at like pay for the two (2) week notice period.
- d.) In the event that the notice period needs to be extended by the Association, such extension will be limited to four (4) weeks. Any extension will require the Association to rescind the original layoff notice and repeat the required notice period. The recall period will be adjusted to reflect the revised layoff date
- e.) In the event of vacancies, the Association will post all vacancies according to Section 1.10(a). Laid off employees who have not had their seniority terminated in accordance with Section 1.9.4 in this Agreement will be mailed copies of notices of any such job openings.
- f.) Furnishing the notice of a job vacancy to employees on layoff will not constitute a recall notice, unless such vacancies are in the same job classification, job category, and geographic location from which the employee was laid off.
- g.) It is understood that laid-off employees will be given the opportunity to apply only for the vacancies for which they are qualified. Laid off employees who apply for such vacancies will be included and evaluated in the same manner as other employees in the applicant pool.
- h.) If an employee volunteers to be laid off or remains on layoff status rather than apply for a lower paying position, the Association will not oppose the employee's application for NYS Unemployment Insurance Benefits.

1.12.2 Seniority shall not apply in cases of temporary layoffs of not more than three (3) workdays' duration and caused by equipment breakdown or conditions considered Acts of God. In such cases, the temporary layoff may be made without regard to seniority.

1.12.3 Bumping Steps

- a.) An employee with seniority who is about to be laid off will be given the opportunity to move to a vacant position in the same category of employment, within the same geographic service area, for which she/he has the skill, ability, and qualifications to perform the duties. If there is no such vacant position, the employee will be given the opportunity to bump the least senior employee in the same category of employment, in the same or other wage group, within the geographic service area, provided the employee to be laid off has more seniority and the skill, ability, and qualifications to perform the duties of the different job classification.

- b.) Employees who wish to exercise this bumping option must notify the Association in writing within three (3) working days of the notice of proposed layoff. (Failure to timely respond shall be considered as a waiver of the option(s) and the employee will be laid off.)
- c.) If two (2) or more employees have the same seniority date, preference will be decided as per Section 1.9.5.
- d.) Employees who bump to a different job classification shall be given a thirty (30) calendar day trial period to prove that they can meet the requirements of the different job classification. At the option of the Association, or the employee, this thirty (30) calendar day period may be extended by ten (10) working days. When questions arise regarding the ability to perform the work, the burden of proof shall rest with the Union. Failure to complete the trial period voluntarily or involuntarily shall result in that employee being laid off with recall rights to the original position.
- e.) If no position is available within the geographic service area, the employee will be given the opportunity to move to a vacant position in the same category of employment in another geographic service area for which she/he has the skill, ability, and qualifications to perform the duties. If there is no such vacant position, the employee may bump the least senior position in the same or other group of another geographic service area provided the employee to be laid off has more seniority and has the skill, ability, and qualifications to perform the duties of the position.

1.12.4 Recall Steps

- a.) Recall will be by seniority within the same or other wage groups as set out in Article 5, Wages, and within the same geographic service area. If the laid off employee is recalled to a different job classification, in a different wage group, the employee must meet the minimum job qualifications and be able to immediately perform the essential functions of the job.
- b.) Official recalls will be sent by certified mail to the employee's last address appearing on the Association's records. The Union will receive a copy of this notice by first class mail.
- c.) Failure to report to work within five (5) calendar days after notification of a recall, or immediately upon refusal to return to work when recalled if such refusal occurs before the expiration of the above five (5) calendar days, will be considered a voluntary resignation resulting in loss of seniority.
- d.) Laid off employee(s) who are working for another employer at the time of recall, and who advise the Association within five (5) calendar days after notification of recall of their intent to return to work with the Association shall, upon request of the employee, be given an additional five (5) working days to

return to work. Employees shall be responsible for notifying the Association of changes of address and telephone number.

- e.) The date of notification of recall shall be the date of either of the following, whichever is earlier:
 - 1.) three (3) days after mailing; or
 - 2.) actual receipt by the employee, or by a person of suitable age and discretion residing in the employee's household; or
 - 3.) actual receipt by the employee later than three (3) days after mailing when unusual and extraordinary circumstances beyond the control of the employee have prevented the employee from receiving an earlier recall notice. In this regard, it is the responsibility of each employee to promptly notify the Association of changes of address or telephone number.
- f.) If a laid off employee refuses a recall from layoff to a different job classification or category of employment, this refusal will not adversely affect any of the employee's rights to their original position as outlined in Section 1.12.4.
- g.) Recall will extend eighteen (18) months from date of layoff, or eighteen (18) months from date of any period of extension to the affected employee's original notice of layoff.

ARTICLE 2 DEFINITIONS

Section 2.1 Definitions

2.1.1 Company, Agency, Employer, and Association mean Visiting Nursing Association of Western New York, Inc.

2.1.2 Employee means a person who is employed in the bargaining unit as described in Article 1, General Provisions, Section 1.1.

2.1.3 A temporary employee may be engaged to replace a regular employee while the regular employee is on vacation, sick leave, or leave of absence, or for a specific project, but not to exceed a period of ninety (90) consecutive days except as provided for in Article 1, General Provisions, Section 1.4.2.

2.1.4 Full-time employee means an employee who is regularly scheduled by the Employer to work eighty (80) hours each pay period, unless otherwise specified in Article 4, Hours of Work, Section 4.1.2 (alternate shifts).

2.1.5 Regular part-time employee means an employee who is regularly scheduled by the Employer to work at least forty (40) hours but less than eighty (80) hours each pay period.

2.1.6 Limited benefit part-time employee means an employee who is regularly scheduled by the Employer to work less than forty (40) hours per pay period. Limited benefit part-time employees will be required to work one (1) weekend per month and one (1) holiday per year. Limited benefit part-time employees are not subject to on-call, evenings and rotational shifts.

2.1.7 A care provider is an employee who provides direct patient care and shall include Hospital Liaison and Community Care Coordinator.

2.1.8 A payroll period is a bi-weekly period commencing on Sunday and ending on a Saturday.

2.1.9 In good standing is an employee who does not have a suspension in her/his personnel file per Article 2, Definitions, Section 2.13.3 and/or is not currently on a formal work improvement plan.

2.1.10 A trial employee is one who is already in the employ of the Association and transfers from one job classification to another.

2.1.11 Category of employment is an employee's status (e.g., full-time, part-time, etc.).

2.1.12 Job classification is an employee's job title.

2.1.13 Preceptorship is the time period that starts when a clinical employee is hired and a preceptor is assigned, and it ends when the probationary period and/or orientation period has been completed.

2.1.14 Preceptee is a newly hired clinical employee during her/his probationary and/or orientation period.

2.1.15 Preceptor is a clinical employee who has been trained and assigned to provide skilled instruction to preceptees.

2.1.16 Mentor is an experienced care provider assigned to give advice to and support new care providers transitioning into their new positions upon completion of the Preceptorship Program for a period of up to eighteen (18) months.

2.1.17 Mentee is a new care provider beginning their direct patient care career, or a newly hired care provider performing direct patient care.

2.1.18 Trainer is a non-clinical Clerical, Maintenance, Professional, Service or Technical employee who has been trained and is assigned to provide instruction to non-clinical employees.

2.1.19 Trainee is a newly hired or transferred non-clinical Clerical, Maintenance, Professional, Service or Technical employee during her/his probationary and/or orientation period.

2.1.20 Regular Rate of Pay is defined as base pay as determined by the wage schedule, plus premium pay for bachelor's, master's or doctorate degree as applicable, plus dedicated evening shift pay differential as applicable, plus PCC pay differential as applicable.

2.1.21 Graduate Nurse is a newly hired nurse who has graduated from an accredited nursing program who has not previously worked as a Registered Nurse.

2.1.22 Notification to the Union refers to notification to the office of the Local Union CWA 1122.

2.1.23 Domestic partner will be defined as a person over age 18 who shares living quarters (for a minimum of six [6] months) with another unrelated adult in an exclusive, committed relationship in which the partners are responsible for each other's common welfare and are financially interdependent. To be eligible for the benefits outlined in other provisions of this Agreement, a domestic partner must be specifically listed in the Article and must be registered with the Human Resources Department on a form provided by the Employer.

Section 2.2 Geographic Service Areas, Pools, and Work Groups

2.2.1 Geographic Service Areas are defined as follows:

- a) Cattaraugus/Allegany
- b) Chautauqua
- c) Erie
- d) Genesee, Livingston, Orleans and Wyoming (GLOW)
- e) Niagara
- f) Steuben

2.2.2 In the event the Association identifies a need to redefine geographic service areas, the Association will notify and discuss with the union prior to implementing changes.

2.2.3 On-call pools (see Section 5.2) are defined as follows:

- a) Allegany Nursing Team
- b) Cattaraugus Nursing Team
- c) Chautauqua Traditional Nursing Team
- d) Erie Traditional Nursing Teams; divided into Erie A and Erie B

- e) GLOW Nursing Team; divided into GLOW North and GLOW South
- f) Niagara Traditional Nursing Team
- g) Steuben Nursing Team
- h) PT within each Geographic Service Area
- i) Infusion Therapy within each Geographic Service Area (Erie and Niagara only)
- j) Infusion Therapy/Pediatrics Chautauqua
- k) Drivers
- l) Pharmacists Home Care

2.2.4 Work Groups for purposes of PTO and Holiday Rotation (see Article 7) and Additional Hours (see Section 4.2) are defined as follows:

- a) Cattaraugus/Allegany Nursing Team*
- b) Chautauqua Traditional Nursing Team
- c) Erie Traditional Nursing Teams
- d) GLOW Nursing Team
- e) Niagara Traditional Nursing Team
- f) Steuben Nursing Team
- g) PT and PTA within each Geographic Service Area
- h) OT and COTA within each Geographic Service Area
- i) SLP within each Geographic Service Area
- j) MSW within each Geographic Service Area
- k) Nutrition within each Geographic Service Area
- l) Clerical by job classification within Erie Geographic Service Area
- m) Clerical by other Geographic Service Areas:
 1. CSSs and Switchboard Operator combined for Niagara Geographic Service Area.
 2. CSSs for Cattaraugus/Allegany, Chautauqua, GLOW and Steuben, Geographic Service Areas combined.
- n) Referral Intake Nurses
- o) Hospital Liaison and Community Care Coordinators, Erie/Niagara
- p) Hospital Liaison and Community Care Coordinators, Cattaraugus
- q) Hospital Liaison and Community Care Coordinators, Chautauqua
- r) Hospital Liaison and Community Care Coordinators, GLOW
- s) Infusion Therapy within each Geographic Service Area (Erie and Niagara only)
- t) Infusion Therapy/Pediatrics Chautauqua
- u) Pediatric Maternal Team
- v) Behavioral Health Nurses and Behavioral Health Community Outreach Coordinator
- w) Phlebotomist Technicians
- x) Telehealth Nurses
- y) Pharmacy Technicians
- z) Warehouse Technicians
- aa) Drivers

- bb) Pharmacy Nurses Erie
- cc) Pharmacists Home Care
- dd) Clinical Documentation Specialists Home Care and Coding Specialists Home Care

* For purposes of one (1) week or more of PTO selection and approval only, as it relates to the Cattaraugus/Allegany Nursing Team only, a minimum of one (1) employee from Cattaraugus and a minimum of one (1) employee from Allegany will be approved per Section 7.1.15 – Planned Vacation Scheduling and Approval Procedures. Once these minimums are met, PTO will be approved using the relative bargaining unit seniority of all employees in the Cattaraugus/Allegany Nursing Team workgroup per Section 7.1.15. This provision will sunset on the expiration date of this Agreement; accordingly, it will be null and void on March 31, **2027**.

2.2.5 Due to New York State licensing requirements and restrictions, the application and interpretation of this contract shall include and/or recognize the following:

- a) An LPN shall not be the sole nurse scheduled on any workday and/or shift including weekends, evenings, holidays and on-call.
- b) At the discretion of the Employer, an LPN may rotate to all schedules provided she/he is not the sole nurse as described in paragraph (a) above and Association patient needs are met. To the extent such employer discretion is exercised, weekend and evening rotation of LPNs will be evenly distributed.

Section 2.3 Strike and Other Activity

There will be no strikes, lockouts, work stoppages, picket lines, slow-downs, secondary boycotts, or disturbances, even of a momentary nature. The Union guarantees to support the Association fully in maintaining operations in every way. The language in this section is not intended to diminish or negate the Union's legal right to conduct informational picketing during the term of this Agreement.

Section 2.4 Successorship

The Employer agrees not to sell its business or any portion of its business at any of the Employer's locations covered by this Agreement to a purchaser who would provide health care services without expressly providing in the contract of sale that the purchaser shall be bound by all of the contract rights of the employees under this collective bargaining agreement.

Section 2.5 Bulletin Board

The Association will provide the Union with bulletin boards to be located at each site in places which will not interfere with the operation of the Association or patient care and

which shall be used only for Union business. Before posting, copies of all notices and other communications shall be given to the Administrator of Human Resources. No scandalous materials shall be posted.

Section 2.6 Union Business

The Association will recognize four (4) Chief Stewards pursuant to this Article.

2.6.1 With the consent of the Association, which shall not be withheld except based upon the needs of the Association, the four (4) Chief Stewards will be granted a minimum of four (4) hours per pay period paid time to conduct Union business. Union business will not include hours spent attending negotiations, with the exception of up to sixteen (16) hours per week for such time spent by two (2) designated Chief Stewards. Negotiations time is otherwise covered by Section 2.6.7 of this Agreement.

2.6.2 With the consent of the Association, which will not be unreasonably withheld, employees shall be excused from time to time, without pay, for periods not to exceed thirty (30) days, as requested by the Local Union, for the purposes of carrying on Union business. Such excused absence shall not be considered as a leave of absence for purposes of Article 13, Leaves of Absence until the employee is absent for more than thirty (30) consecutive calendar days.

2.6.3 VNA employees, who are elected as an officer of the Executive Board of the Local Union, or who are appointed to a position in the Union, shall be considered as regular full-time employees, with full-time benefits and will be excused by the Employer for up to three (3) days per week, equivalent to twenty-four (24) hours of unpaid time per week as necessary to perform the duties of their office.

2.6.4 With the consent of the Association employees designated by the Union shall be granted an unpaid leave of absence for a period of not to exceed twelve (12) months for the purpose of carrying out the business of the Union **and may be extended once for an additional twelve (12) months**. Such leave shall be considered as time worked for seniority purposes only. No other benefits shall be paid, earned or accrued during such leave.

2.6.5 Four (4) Executive Board members of CWA Local 1122, employed by the VNA, shall be paid up to sixteen (16) hours a week by the VNA to perform VNA Union-related duties. These four (4) designated Executive Board members of CWA Local 1122, employed by the VNA, shall be considered full-time employees with paid full-time benefits. The Union agrees to provide the Association with an accounting of time worked by these Executive Board members performing VNA Union-related duties upon request. The Executive Board members will each work a minimum of one thousand forty (1,040) hours inclusive of PTO for the Association per year.

2.6.6 The four (4) designated Executive Board members of CWA Local 1122, employed by the VNA, shall be exempt from working weekends, evenings and on-call.

2.6.7 A maximum of five hundred (500) hours will be paid to Union employees from the bargaining unit for hours in negotiating a successor to the Agreement. Payment will be made for only those hours which coincide with the employee's regularly scheduled hours and payment will not exceed these five hundred (500) hours pay.

2.6.8 The four (4) designated Executive Board members and four (4) designated chief stewards, employed by the VNA, shall be the last employees to be laid off from their wage groups.

2.6.9 For the purpose of computing overtime, hours worked shall include time worked as a Union representative that relates to steward training, the four (4) designated Executive Board members' VNA Union-related duties and participation in contract negotiations.

2.6.10 The Employer shall provide the Union with an on-site office for the purpose of carrying out Union business.

Section 2.7 Union Representatives

The Association agrees that during working hours, on its premises and for reasonable periods of time without loss of pay or benefits, and upon reasonable advance notification thereof to the employee's supervisor, properly designated Union representatives shall be allowed to investigate and process grievances. The Union shall furnish the Association with the names of the representatives and shall submit prompt notification of any changes. The Association shall not be obligated to pay stewards for the time spent in grievance handling or grievance meetings beyond the end of their regular shift or when they are not scheduled to work, unless the Association schedules meetings for such times.

Section 2.8 Union Dues

2.8.1 The Association agrees to deduct from the wages of each member of the Union, in accordance with the terms of a signed and dated authorization to do so, the membership dues and initiation fees of the Union, the deduction to be made twenty-six (26) times a year from the paycheck of each such employee and remitted monthly to the Secretary-Treasurer of the Communications Workers of America, AFL-CIO.

2.8.2 Any such written authorization submitted is deemed to be only an authorization for the Association to deduct dues or initiation fees as set forth in the above section.

2.8.3 The Association will not deduct the above-mentioned dues or initiation fees unless the authorization is supplied to the Association at least one (1) week prior to the week in which the first deduction is to be made. The one (1) week notice may be waived by the mutual consent of both parties.

2.8.4 The Association also agrees to deduct from the wages twenty-six (26) times a year any amount an employee may wish for the CWA COPE Fund and transmit the deductions on a monthly basis to the Secretary/Treasurer of the Communications Workers of America, AFL-CIO.

2.8.5 The Union shall indemnify and hold the Association harmless from any and all claims, demands and liabilities of any kind that may arise as a result of actions taken by the Association for the purpose of complying with the provisions of this Agreement.

2.8.6 Each employee hired on or after the execution date of this Agreement, as a condition of continued employment, shall become and remain a member of the Union, or an agency fee payer, beginning with the thirty-first (31st) day following the date of employment. Within ten (10) working days of the employee's start date, the Union will be notified, in writing, of the name, address, telephone number and start date of the employee(s), including temporary employees hired into the bargaining unit.

2.8.7 The Union and the Association agree that no employee shall be discriminated against, intimidated or coerced in any manner because of being or not being a member of the Union or because of participation or lack of participation in or on behalf of the Union.

Section 2.9 Right of Employee to Union Representation

When an employee covered by this Agreement is interviewed by a representative of the Association, and the result of such interview could be discipline, or a counseling is to occur, the employee will be so informed and will be offered union representation during such interview. It is understood that the Union representative shall not interfere with the Association representative's interview or investigation.

Section 2.10 Non-Discrimination

Neither the Employer nor the Union shall discriminate against an employee on the basis of race, color, ethnicity, religion, creed, national origin, age, sex, sexual orientation, military service, marital status, disability, predisposing genetic characteristics, domestic violence victim status, union membership status or any other protected status all as defined by applicable State or Federal laws.

Unless the clear context requires otherwise, gender specific terms used throughout this Agreement are intended to apply equally to all gender identities.

Section 2.11 Discharge, Suspension and Demotions for Cause

2.11.1 In the event an employee who has satisfactorily completed her/his probationary period is discharged, suspended, or demoted for just cause, the Union shall be notified in writing within forty-eight (48) hours of the action. A written claim that the discharge,

suspension or demotion was without just cause must be filed with the Association by the Union within ten (10) calendar days of the action taken. The action shall be subject to the grievance and arbitration provisions of this Agreement. The Association will notify the employee and the Union in writing, thirty (30) days in advance of a termination that may occur while the employee is on Disability, Workers' Compensation, or **other** Leave of Absence **as defined in Article 13, Leaves of Absence**.

2.11.2 The provisions of this section shall not apply to the demotion of employees whose promotion is still on a probationary basis.

2.11.3 In the event an employee is downgraded or accepts a position in a lower paying salary group, the employee will go to the same step in the new salary group which the employee occupied before such a demotion or reduction, and receive the salary assigned to that step in the new salary group. For the first thirty (30) days in the new lower or reduced position, the employee will be paid a monthly salary rate which is mid-point between the monthly salary assigned to the step in the salary group of the former position and the monthly salary assigned to the step in the salary group the employee will occupy in the new position. After thirty (30) days, the employee will be paid the lower salary established for the step within the salary group which the employee then occupies. Nothing in the above is intended to prohibit the Union's right to grieve or arbitrate a downgrade for cause.

Section 2.12 Employer Policies

2.12.1 Due to the complexity of the Employer's operations it is understood by the parties that they have not covered every aspect of hours, wages, and working conditions in this Agreement which may have an effect on employees in the bargaining unit. The parties hereby acknowledge that the Employer had Human Resources policies in effect at the time of signing this Agreement. Those Human Resources policies, to the extent they are not inconsistent with specific provisions of this agreement, will continue to apply to bargaining unit employees unless and until changed, modified, or revoked in writing by the Employer.

2.12.2 The Employer may issue new Human Resources policies provided they are not inconsistent with the specific provisions of this Agreement. The new Human Resources policies will be emailed to all bargaining unit members.

2.12.3 Should it become necessary to change existing written Human Resources policies, or issue new Human Resources policies, the Employer will inform the Union in writing, **which will include a copy of the policy with tracked changes**, and if requested, meet with the Union for discussion prior to the posting of the new or changed Human Resources policies. Should it become necessary to **revoke**, change existing written policies, or issue new policies, which are "Kaleida-wide" human resources policies, the Employer will inform the Union(s) and representatives from this bargaining unit will be included in any discussions that are scheduled at the Oversight Committee.

All changes to existing policies or new policies will be emailed to all bargaining unit members.

2.12.4 After the Union has had an opportunity to discuss the matter with the Employer, the Employer will post and circulate the new or revised Human Resources policies among the employees in the bargaining unit for a period of fourteen (14) calendar days prior to implementation and will forward a copy to the Union.

Section 2.13 Personnel Files

2.13.1 All employees who have completed their probationary period shall have access to their own personnel files during reasonable working hours and upon written notification to the Administrator of Human Resources. Such requests shall be reasonable as to frequency. All documents placed in the employee's file shall be initialed and dated by the employee at the time of examination.

2.13.2 Such initialing shall not constitute agreement with its contents. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file.

2.13.3 All documented verbal warnings shall be removed from an employee's personnel file six (6) months after the date of said verbal warning provided the employee has not committed any other infraction resulting in discipline, during the six (6) month period. All written reprimands shall be removed from an employee's personnel file twelve (12) months after the date of said reprimand, provided the employee has not committed any other infraction resulting in discipline during the twelve (12) month period. All suspensions shall be removed from an employee's personnel file eighteen (18) months after the date the discipline was imposed, provided the employee has not committed any other infraction resulting in discipline during the eighteen (18) month period. The Local Union will be provided with a copy of all documented verbal warnings, written reprimands, and/or notices of suspension and termination, within five (5) working days following imposition of discipline. The time frames for removal of disciplinary actions set forth in this subsection do not apply to Article 10 Time and Attendance disciplinary actions.

Section 2.14 Entire Memorandum of Agreement

The Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and Agreement arrived at by the parties after exercise of that right and opportunity are set forth in the Agreement. Therefore, the Union and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that

the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both parties at the same time that they negotiated or signed this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver or any future breach of this Agreement.

ARTICLE 3 GRIEVANCE AND ARBITRATION PROCEDURES

Section 3.1 Grievances

3.1.1 For the purpose of this Agreement, a grievance shall be defined as a claim that the Association or the Union has violated a term of the Agreement.

3.1.2 It is understood by the parties that the Union representative or an aggrieved employee may elect to resolve a grievance by first discussing it with the supervisor involved. Whether or not a discussion is held, and the grievance is not resolved, it shall be presented in writing to the Association as provided in Section 3.1.3.

3.1.3 No grievance shall be considered unless presented in writing to the immediate supervisor within fifteen (15) working days from the date the cause of the grievance first arose. The immediate supervisor and the union representative will schedule a meeting to take place within fifteen (15) working days of the date of the written presentation to orally present the grievance. The immediate supervisor shall answer said grievance in writing within fifteen (15) working days from the date of the meeting where the grievance was first orally presented.

3.1.4 If the grievance has not been resolved it shall be presented to the Department Director not later than the fifteenth (15th) working day following the submission of the written answer by the immediate supervisor. If the Union does not present the grievance to the Department Director before the presentation time expires, the grievance is deemed closed by the answer of the immediate supervisor. The Department Director and the union representative will schedule a meeting to take place within fifteen (15) working days of the date of the written appeal to orally present the grievance. The Department Director shall acknowledge the grievance in writing within fifteen (15) working days of the meeting where the Step 2 grievance was orally presented.

3.1.5 If the grievance is still unresolved, it shall be submitted by the Local Union Area Representative or authorized representative, to the Administrator of Human Resources or authorized representative not later than fifteenth (15th) working day following the submission of the written answer by the Department Director or designee.

If the Union does not submit the grievance to the Administrator of Human Resources before the submission time expires, the grievance is deemed closed by the answer of the Administrator of Human Resources. The Administrator of Human Resources and the Union representative will schedule a meeting to take place within fifteen (15) working days of the date of the written appeal to orally present the grievance. The Administrator of Human Resources shall have fifteen (15) working days from the date of the meeting where the Step 3 grievance was orally presented to notify the Local Union Area Representative or authorized representative of the written answer.

Section 3.2 Arbitration

3.2.1 If the grievance is still unresolved, the matter shall be submitted to arbitration within thirty (30) working days of the answer of the Administrator of Human Resources or designee. If the Union does not submit the grievance to arbitration before the submission time expires, the grievance is deemed closed by the answer of the Administrator of Human Resources or designee. Subsequent arbitration, if any, shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Services (FMCS).

3.2.2 The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine herself/himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to her/him.

3.2.3 The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be requested to issue her/his decision within thirty (30) working days after the hearing or receipt of the transcript of the hearing.

3.2.4 All of the time limits contained in this section must be strictly adhered to by the parties and the employees, but may be extended by mutual agreement in writing. The granting of any extension at any step shall not be deemed to establish a precedent.

3.2.5 All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

ARTICLE 4 HOURS OF WORK

Section 4.1 Hours of Work

4.1.1 Full-time employees' regular workday shall consist of any eight and one-half (8½) consecutive hours including a one-half (½) hour unpaid lunch in accordance with Section 4.1.2 that begins on or after 6:00 a.m. and ends on or before 10:00 p.m., and

the work week shall consist of forty (40) hours in any consecutive seven (7) day period, Sunday through Saturday. In the event the Association decides to change the hours of the regular workday for one (1) or more employees, it will notify the Local Union prior to implementation and discuss the intended schedule change. Thereafter, the Association shall first seek volunteers for the new schedule from among the employees in the affected work group. In the event there are insufficient volunteers, the Union agrees to work with the Association and canvass other work groups. Should the schedule remain unfilled, the least senior employee in said work group shall be assigned to the new schedule, except that individuals employed prior to April 1, 1997, shall not be assigned to a shift which begins more than one (1) hour before or after their present start time, except if they are being rotated through a 12:00 p.m. to 8:30 p.m. shift, or 10:00 am to 8:30 pm shifts and shall be replaced by a new hire at their option. The employer will provide a thirty (30) day advance notice of change of schedule to the employee prior to implementation. It is not the intent of the Association to establish new shifts with varying or rotating start times.

4.1.2 The Association reserves the right to establish and eliminate alternate work shifts for employees that may include:

- a.) four (4) shifts of ten (10) hour days, exclusive of a one-half hour lunch period, in any consecutive seven (7) day period, Sunday through Saturday. Additionally, on-call will be scheduled on a day an employee is scheduled to work a ten (10) hour alternate shift unless the employee requests otherwise.
- b.) three (3) shifts of twelve (12) hour days exclusive of a one-half hour lunch period (8:00 a.m. - 8:30 p.m.) in any consecutive seven (7) day period, Sunday through Saturday. This alternate shift will be deemed full-time for eligibility for all benefits, with any applicable accrual based on actual hours per this Agreement. Additionally, on-call will be scheduled on a day an employee is scheduled to work a twelve (12) hour alternate shift unless the employee requests otherwise.
- c.) weekend only, ten (10) or twelve (12) hour days, exclusive of a one-half hour lunch period. Employees working this alternate shift will not be assigned to work on-call, the observed holidays or evening rotations.
- d.) five (5) shifts of four (4) hour days (4:30 p.m. - 8:30 p.m.), Monday through Friday. Employees working this alternate shift will not be assigned to work on-call, the observed holidays or weekends.

4.1.3 The above shifts will be posted and filled in accordance with Article 1, General Provisions, Section 1.10 of this Agreement. All employees scheduled to work alternate shifts as outlined above will maintain full-time benefits.

4.1.4 Employees assigned to alternate work shifts must remain in their new position at least six (6) months before being eligible to bid on another position. The Association will continue a newly established alternate work shift for at least six (6) months.

4.1.5 Any and all alternate shifts to be created or eliminated will be discussed with the Union leadership and the Staffing Committee prior to implementation. The Employer agrees to provide the Union with a minimum of thirty (30) days' notice of any such creation or elimination.

4.1.6 Employees shall have a one-half ($\frac{1}{2}$) hour unpaid lunch break on each scheduled day of six (6) hours or more.

4.1.7 Employees shall be allowed a paid fifteen (15) minute rest break for each scheduled four (4) hour period.

4.1.8 Employees shall be permitted to take a regularly scheduled one (1) hour lunch break of which one-half ($\frac{1}{2}$) hour is paid and one-half ($\frac{1}{2}$) is unpaid. Employees electing this option will not be permitted to schedule two (2) paid fifteen (15) minute rest breaks during each day. Alternatively, employees shall be permitted to take a regularly scheduled one-half ($\frac{1}{2}$) hour unpaid lunch and two paid fifteen (15) minute rest breaks each day. The Association reserves the right to revoke the one (1) hour lunch option due to operational needs and/or abuse of the option.

4.1.9 All hours worked in any work week in excess of forty (40) shall be compensated at time and one-half ($\frac{1}{2}$) of the employee's regular rate.

4.1.10 Scheduling of compensatory time shall be based upon mutual agreement of the Association and the employee, but must be taken as compensatory time, or be paid as overtime within the work week. All hours worked shall include all time worked as a union representative that relates to steward training, Executive Board members' duties and participation in contract negotiations.

4.1.11 No later than Thursday, the Association shall post and provide **schedules to all employees by** hard copy and/or email showing the days and hours of work for the next two (2) weeks. Posted schedule changes that constitute an even switch (e.g. long day for long day, evening shift for evening shift, weekend day for weekend day, **all of which are between employees with the same job titles**) can be requested by employees and **will not be arbitrarily denied**. With the exception of emergencies and unexpected increases in visitations required to be made, any changes made by the Association to the posted schedule after Thursday shall be with the affected employee's consent. Requests for days off (long days) must be submitted the Monday before the schedule is to be posted and will not be arbitrarily denied. PTO requests will take precedent over requests for long days. An informational weekend and evening schedule shall be posted for a two (2) month period. Each month thereafter, an additional one-month schedule will be added, so that there will always be two (2) months posted. The

Association will notify the Local Union of any changes that result in the need to repost the schedule.

4.1.12 While not routine, employees who work a regular shift may flex their hours between 6:30 a.m. and 10:00 p.m. with the approval of their managers. Employee requests to flex hours should be made as far in advance as possible; however, in unforeseen circumstances, requests must be made to the manager as soon as practicable. Every employee request must set forth the proposed flex in hours. Requests to flex will not be arbitrarily denied.

4.1.13 Employees will be assigned to work weekends and/or holidays on a rotating basis depending upon the needs of the Employer. The Association may, in the future, hire employees solely to work every weekend and/or holiday. Employees that must rotate to the 12:00 p.m. to 8:30 p.m. shift will be scheduled on a rotating basis, by inverse seniority.

4.1.14 Employees will not be paid for travel time from their homes to their home office work site ("normal travel time"). If employees travel from their homes to another work site, including but not limited to patients' homes, they **will be paid for travel time that exceeds the travel time from their home to their home office**. Travel times for these purposes will be calculated on the basis of mileage, applicable speed limits, and dry summer weather conditions. This paragraph shall not apply to employee travel to seminars or similar educational programs.

4.1.15 Employees who do not work an assigned weekend or evening shift described under Hours of Work in Section 4.1 will be required to reschedule the missed assignment on the next posted informational schedule, unless the missed assignment is the result of the following circumstances:

- a.) approved by NYS Disability or Workers' Compensation;
- b.) the missed assignment was covered by an equal trade that the employee secured and such coverage did not result in premium overtime pay; or
- c.) bereavement leave as outlined in Article 11, Bereavement Leave.

Section 4.2 Additional Hours

4.2.1 Additional hours are hours to be worked in excess of the employee's assigned full-time equivalent.

4.2.2 Employees acknowledge the right of management to schedule additional hours. It is not the intent of the Association to utilize additional hours to replace staff.

4.2.3 Probationary employees will not work additional hours defined as direct patient care hours until they have completed ninety (90) days of service, or two hundred seventy (270) days of service in the case of Graduate Nurses, and they have

supervisory approval to do so as set forth in Article 1, General Provisions, Section 1.2.3 of this Agreement.

4.2.4 Management will post a sign-up list for a geographic service area and designated work groups no later than 12:00 p.m. on Monday of each week, and will remove same each Friday at 4:30 p.m. Employees willing to work additional hours (i.e., volunteer) will indicate available time in increments of two (2) or more hours for clerical, technical and service employees and four (4) or more hours for care providers. Employees must sign the grid or email the manager noting available time. Additional hours will be assigned to qualified employees in the following order:

- a.) Additional hours will be assigned **in order of seniority on a rotating basis** to qualified part-time employees who have indicated availability on the posted sign-up list and have not exceeded forty (40) hours of paid time in a work week. **The rotation referenced in this subsection and subsections (b) and (c) immediately below, will be reset each workweek (Sunday through Saturday). Seniority will be considered each workday in the workweek among those signed up for additional hours. Once an employee is reached and assigned additional hours, that employee will not be considered for additional hours on any other day in that workweek for which the employee signed up until the remainder of the list of employees that signed up for a particular day is exhausted.**
- b.) Additional hours will be assigned **in order of seniority on a rotating basis** to qualified part-time employees who have not signed up on the posted list but have volunteered to work the available additional hours and have not exceeded forty (40) hours of paid time in a work week.
- c.) Available additional hours will be assigned **in order of seniority on a rotating basis** to qualified full-time/part-time employees who have indicated availability on the posted sign-up list.
- d.) Available additional hours will be assigned to qualified full-time/part-time employees who have indicated availability on the posted sign-up list in other work groups or geographic service areas.
- e.) Available additional hours will be assigned to per diem employees.
- f.) Any remaining additional hours will be assigned to full-time/part-time employees who have reached forty (40) hours of work time who have not signed up on the posted list but have volunteered to work the available additional hours.
- g.) Per diems fulfilling their weekend (one weekend a month) will be assigned work prior to the above steps for that weekend.

h.) Contracted employees will not be given additional hours until 4.2.4 (a)-(g) have been followed.

4.2.5 When work becomes available, the manager will schedule that work so qualified employees will be assigned in accordance with Section 4.2.4 above. The manager will assign additional hours on a daily basis to volunteers. Seniority within the geographic service area and work groups will be respected.

4.2.6 Volunteer(s) must call their supervisor no later than 4:30 p.m. each day or workday preceding weekend or holiday to check on available work. Volunteers are expected to be available as signed up. If a work assignment has not been confirmed by 4:30 pm the day prior, the employee is no longer committed to work.

ARTICLE 5 WAGES

Section 5.1 Wages

5.1.1 The regular hourly and annual rate of compensation for each job title covered by this Agreement is set forth in Appendix A.

5.1.2 The wage schedule for each job group contains eleven (11) steps. They are as follows:

1.)	Step 1	Hire Rate
2.)	Step 2	1 st Anniversary
3.)	Step 3	2 nd Anniversary
4.)	Step 4	3 rd Anniversary
5.)	Step 5	4 th Anniversary
6.)	Step 6	5 th Anniversary
7.)	Step 7	6 th Anniversary
8.)	Step 8	7 th Anniversary
9.)	Step 9	10 th Anniversary
10.)	Step 10	12 th Anniversary
11.)	Step 11	16 th Anniversary

Step one constitutes the hire rate except where otherwise stated in the contract. Regardless of the step at which an employee is hired, she/he will progress through each successive step on the wage schedule upon completion of each year of service with the VNA in this bargaining unit until the employee reaches Step 8 on the wage schedule.

Step 9 will apply to employees who have completed ten (10) years of service with the VNA in this bargaining unit. Step 10 will apply to employees who have completed twelve (12) years of service with the VNA in this bargaining unit and Step 11 will apply

to employees who have completed sixteen (16) years of service with the VNA in this bargaining unit.

5.1.3 In an effort to enhance recruitment, and to give new employees credit for experience, the Association may hire individuals into the following steps based on the Association's assessment of an employee's prior related experience:

- a.) Step 1 over one (1) year
- b.) Step 2 two (2) years
- c.) Step 3 three (3) years
- d.) Step 4 four (4) years
- e.) Step 5 five (5) or more years

No employee(s) will be hired above Step 5, except as outlined in Article 1 General Provisions, Sections 1.9.6 and 1.9.7.

5.1.4 All Association employees will commence employment on the basis of a forty (40) hour week with the exception of those employees covered by Article 4, Section 4.1.2 – Hours of Work. The compensation for each employee covered by this Agreement is as shown in the Wage Groups outlined in Appendix A.

5.1.5 Subject to Sections 5.1.2 and 5.1.3 above, employees shall automatically move to the next higher step on the Wage Group based upon their VNA bargaining unit seniority date.

5.1.6 Employees who have or earn a Bachelor's degree in their professional specialty shall be paid twenty-five cents (\$.25) per hour in addition to the rates in the Wage Groups.

5.1.7 Employees who have or earn a Master's degree in their professional specialty shall be paid fifty cents (\$.50) per hour in addition to the salaries established in the Wage Groups.

5.1.8 Employees who have earned a Doctorate degree in their professional specialty shall be paid an additional one dollar (\$1.00) per hour in addition to the salaries established in the Wage Groups.

5.1.9 The additional hourly rates referred to in Sections 5.1.6, 7 and 8, above shall commence upon proper transcript verification submitted by the employee and shall not be awarded retroactively for a period in excess of two (2) pay periods.

5.1.10 The nurse assigned as senior nurse on any evening, weekend or holiday shift will receive an increase in hourly rate of one dollar and fifty cents (\$1.50) per hour for that evening, weekend or holiday for assuming the responsibilities for senior nurse duties. Nurses in the field shall not be expected to assume the duties of senior nurse unless they are assigned that responsibility.

5.1.11 Patient Care Coordinators shall be paid seventy-five cents (\$.75) per hour in addition to the rates in the Wage Groups.

5.1.12 In addition to her/his base pay, a preceptor or trainer payment of **two dollars and fifty cents (\$2.50)** per hour will be paid for all time that an employee is assigned to preceptor or trainer responsibilities.

5.1.13 In addition to her/his base pay, a Mentor payment of fifty cents (\$.50) per hour will be paid for all time that an employee is assigned to Mentor responsibilities.

5.1.14 In addition to her/his base pay, a lead payment of one dollar and fifty cents (\$1.50) per hour will be paid for all time that an employee is assigned to lead responsibilities.

5.1.15 A promoted employee will be placed in the new job group but will remain in the Step to which she/he was assigned at the time of such transfer. If it becomes necessary to return an employee to her/his former job classification, the employee will maintain her/his wage step.

5.1.16 When an LPN is promoted into an RN position, she/he shall be assigned to a Step in accordance with the following schedule: An LPN with four (4) or less years of LPN experience will be placed in Step 1; and LPN with five (5) through eight (8) years of LPN experience will be placed at Step 3; finally, an LPN with more than eight (8) years of LPN experience will be placed at Step 5. These employees will then move through the Steps as outlined above.

Section 5.2 On-Call

5.2.1 A system of twenty-four (24) hour home care coverage will be outlined as follows:

- a.) Each on-call pool shall have one (1) care provider scheduled on-call duty on each day of the year, one (1) day at a time. Additionally, the Association will schedule one (1) driver for on-call duty on each day of the year, one (1) day at a time. Additional care providers and drivers may be scheduled based on the needs of the Association. See Section 5.2.1(n) regarding physical therapy on call.
- b.) Coverage shall be provided by rotation of full and part-time employees by **inverse** seniority. The on-call schedule will be posted two (2) months in advance.
- c.) A roster is established with all of the available on-call slots for a one (1) month period of time. The roster is first filled by volunteers. Volunteers may sign up by seniority for as many on-call slots as they choose. Available on-call slots will be posted by the fifteenth of the prior month and will be taken down by the twenty-first of the prior month. Volunteers who would like to sign

up for on-call must do so by the twenty-first of the prior month. Unfilled slots will then be assigned in inverse seniority order. Staff may only sign up to cover one (1) on-call pool on any given day. The final on-call schedule will be posted the first of each month. Any changes to the posted schedule may not be made any later than forty-eight (48) hours prior to the on-call date. An employee will not be scheduled for an on-call assignment on the Friday before her/his approved PTO week per Section 7.1.3. **There will be separate on-call rosters for the following: (1) holidays and associated weekends; and (2) weekends.**

- d.) In all counties with an evening shift, the on-call shift will be scheduled one (1) day at a time, from the end of the evening hours until no later than 9:00 a.m. The number of on-call hours a care provider or driver works will be at the discretion of the Association. Home visits and deliveries during the hours of the on-call period will generally include those of an emergency nature and unavoidable treatments or deliveries outside scheduled work hours. With respect to unavoidable treatments or deliveries outside scheduled work hours that the Association is aware of prior to the on-call start time, the Association will seek volunteers before assigning the treatment or delivery to the on-call care provider or driver. Such visits will generally exclude care normally rendered by family members.
- e.) In outlying counties and some pools, the on-call shifts may be from 4:30 p.m. to no later than 9:00 a.m. seven (7) days per week. The number of on-call hours a care provider or driver works will be at the discretion of the Association. Home visits or deliveries during the hours of the on-call period will generally include those of an emergency nature and unavoidable treatments or deliveries outside scheduled work hours. With respect to unavoidable treatments or deliveries outside scheduled work hours that the Association is aware of prior to the on-call start time, the Association will seek volunteers before assigning the treatment or deliveries to the on-call care provider or driver. Such visits will generally exclude care normally rendered by family members. Geographic service areas with established evening shifts will not require the on-call care provider or driver to be available before the end of the evening hours. On-call assignments will be linked with the employee's scheduled weekend and holiday.
- f.) Referral Intake Nurses, Hospital Liaison Nurses, Community Care Coordinators and drivers may be assigned on-call duties on the designated holidays in lieu of a scheduled workday. This on-call shift will not extend beyond 5:00 p.m.
- g.) New employees will not be placed on the night on-call schedule until they have completed their probationary period. The Association will not schedule employees to work the evening shift on the same day as the on-call period with the exception of employees hired to work evening shifts, or unless the

employee consents. An employee on approved paid time off of five (5) consecutive days or four (4) consecutive days in a holiday week will not be scheduled for on-call. Employees will not be placed on the on-call schedule on weekends and holidays they are scheduled off. Employees will not be scheduled a long day on days they are scheduled on-call without the employees' consent.

- h.) If the regularly scheduled on-call employee is unavailable for work, the Association will first attempt to obtain a volunteer in that geographic service area to cover for the unavailable employee. In the event no one volunteers, the Association will assign the work to an employee in inverse seniority on a rotating basis. A list of employees mandated will be maintained and posted.
- i.) An employee on-call is considered to be on scheduled time throughout the on-call period. Employees required to be on-call will be paid **six dollars and fifteen cents (\$6.15)** per on-call hour. When the on-call employee conducts a home visit, she/he will receive her/his regular compensation on a portal-to-portal basis, in addition to the **six dollars and fifteen cents (\$6.15)**. The **six dollars and fifteen cents (\$6.15)** per on-call hour shall not be considered part of the hourly rate for purposes of computing overtime.
- j.) In addition to the **six dollars and fifteen cents (\$6.15)**, if an employee has to be called out, she/he will be compensated as follows:
 - 1.) A home visit of less than a total of two (2) hours in duration shall be compensated with a minimum of **two and one-half (2½)** hours pay.
 - 2.) Employees shall be entitled to no more than one (1) minimum **two and one-half (2½)** hour call out per any on-call period.
- k.) **For every three hours an employee is called out** between the hours of 12:00 a.m. and 6:00 a.m. **that employee will** be entitled to one-half (½) hour of paid sleeping time for each hour worked during the call-out at either the beginning or end of the next day's shift, at the employee's option.
- l.) If an employee does not work a regular on-call assignment as outlined above, the missed assignment will be rescheduled on the next posted informational schedule, unless the missed assignment is the result of the following circumstances:
 - 1.) approved NYS Disability or Workers' Compensation;
 - 2.) bereavement; or
 - 3.) the missed assignment was covered by a voluntary replacement that the employee secured.

- m.) **If the missed on-call assignment results in another employee being mandated, that mandated employee will be exempt from their next scheduled on-call assignment.**
- n.) Each geographic service area may have physical therapist(s) scheduled on-call for the hours of 8:00 a.m. to 4:30 p.m. Saturdays, dependent upon the needs of the service area. Scheduling of on-call shall be on a rotating basis by inverse seniority. New employees will not be placed on the on-call schedule until they have completed their probationary period. The on-call roster will be established in accordance with the procedure set forth in Section 5.2.1(c).
- o.) Employees who pass their twenty-fifth (25th) anniversary with the Association will, upon written request, be exempt from night on-call rotation. These employees can volunteer for the night on-call rotation.
 - 1.) When one (1) job sharer reaches her/his twenty-fifth (25th) anniversary with the Association and is exempted from on-call, the second job sharer will continue to be on-call one-half ($\frac{1}{2}$) of the time.
- p.) A driver or warehouse tech assigned to cover the lead warehouse tech duties shall assume all duties of the position including evening on call. The assignment shall be made first by volunteers and then in order of inverse seniority.

5.2.2 Triage Nurse

- a.) A triage team has been established to respond to all calls received by VNA during non-business hours. The triage nurse will evaluate patient needs telephonically; provide instruction, guidance and intervention as needed, up to and including deployment of on call personnel to address the patient needs.
- b.) The Association has a goal of maintaining eight (8) team members, and reserves the right to determine the number of triage nurses drawn from each geographic service area and work group based on operational needs. Triage members will otherwise be chosen in accordance with seniority.
- c.) Each triage team member will be exempt from her/his work group's on call, holiday, weekend, and evening rotations, as applicable.
- d.) The triage slots will be filled in accordance with Section 5.2.1(c).
- e.) Nurses may volunteer for as many slots as they choose; however, no one will be scheduled for more than two (2) days in a row. **Available slots will be posted by the fifteenth (15th) of the prior month and taken down by the twenty-first (21st) of the prior month.**

- f.) **For every four (4) triage calls an employee responds to between the hours of 12:00 a.m. and 6:00 a.m. they will be entitled to one-half (½) hour of paid sleeping time at either the beginning or end of the next day's shift, at the employee's option.**
- g.) Weekend and holiday triage commitments will be rotated evenly among the triage nurses.
- h.) Once selected for the triage team, the nurse must provide a minimum of sixty (60) days' notice to move off the team. If a replacement is identified and trained prior to the sixty (60)-day period, or at the end of the period, whichever occurs sooner, the nurse will return to her/his work group's on call, holiday, weekend, and evening rotations, as applicable. **The Association will begin recruitment promptly following notice of a triage team vacancy.**
- i.) If the regularly scheduled triage nurse is unavailable for any reason, the Association will first attempt to fill the vacancy by volunteers from the triage team. If no volunteers are available, the Association will mandate from the triage team by inverse seniority on a rotating basis. A list of nurses mandated will be maintained and posted.
- j.) Triage nurses will be reimbursed at thirteen dollars (\$13.00) per hour while on triage duty.

Section 5.3 Shift Differential

5.3.1 A two-dollar (\$2.00) per hour shift differential will be paid to all employees for hours worked on the shifts set forth below as follows:

- a.) to all employees whose regularly scheduled workday extends four (4) or more hours beyond 4:30 p.m. for hours actually worked beyond 4:30 p.m.
- b.) to all employees hired for 12:00 p.m. to 8:30 p.m., 8:00 a.m. to 8:30 p.m., 10:00 a.m. to 8:30 p.m. or 4:30 p.m. to 8:30 p.m., for all hours worked.

5.3.2 A ten dollar (\$10.00) per hour shift differential will be paid to all employees hired for the 4.1.2(c) weekend-only shift.

5.3.3 Shift differential shall be added to the base hourly rate of pay when computing overtime pay. Shift differential will be applied to all time that an employee is scheduled off with pay.

Section 5.4 Temporary Work Differential

5.4.1 If an employee is assigned to perform the duties of a higher paying job title, and performs the duties for at least four (4) hours per week excluding coverage for meal or break periods or if an employee is scheduled to and covers meal and break periods for

an entire week (Monday through Friday), the employee shall be paid the differential equivalent to the comparable step of the higher job title for the full hours during which the duties of the higher paying job are performed.

Section 5.5 Tuition Assistance

5.5.1 The Employer is committed to delivering the best health care through teamwork, the right service, in the right setting, at the right time. In order to develop the skills and competencies necessary to provide the highest level of care to our patients, the Employer has designed a tuition reimbursement program to encourage employees to pursue professional development through academic education. Subject to the needs of the Association, employees shall be allowed, upon request, to change hours of work for an academic semester to take an accredited course to fulfill degree requirements, provided that the Association is able to maintain adequate staff levels and that the change of hours is such that normal supervision is available. Continued allowance for successive academic semesters is subject to the needs of the Association.

5.5.2 Policy and Procedure

- a.) Human Resources will be responsible for approval and maintenance of adequate records on all phases of the Plan to assure complete compliance.
- b.) This policy does not reimburse costs associated with examination fees, application fees or registration fees, for certification or entrance to any program is not included in the reimbursement.
- c.) This policy is not intended to affect the Employer's discretion to send employees to job required education institutes, seminars, conferences, meetings, etc. at the Employer's expense. Each department and discipline has varying professional needs, therefore, conferences and seminars are not considered to be tuition reimbursable expenses, but are subject to the departmental annual budgeting procedures. All approved seminars and conferences must be processed through Expense Reimbursement procedures.

Employees who are required by the Employer to attend courses that occur during a regularly scheduled workday will be paid for hours lost. Employees who elect to attend courses held during work hours may request Paid Time Off to cover time lost.

5.5.3 Eligibility for Participation

- a.) Tuition reimbursement is limited to actively employed full-time and regular part-time employees. Employees must be in good standing for the last six (6) months.

- b.) A full-time or regular part-time employee must be actively employed for twelve (12) months prior to the commencement of the course, and twelve (12) months after completion of the course. Employees who separate employment prior to twelve (12) months will be responsible for full repayment.

5.5.4 Programs of Study

The Employer will provide tuition reimbursement to eligible employees only if the course is considered to be job-related and compatible with at least one of the following goals:

- a.) The course is offered by an accredited institution of learning.
- b.) The course is expected to build the competencies and strengthen the performance of the employee on her/his present job.
- c.) The course is considered a prerequisite for the job presently held or of the job next in line of an obvious progression.
- d.) The course is prescribed for the attainment or maintenance of a program of study or degree in an academic or business area that is compatible to the interests of the Employer and the employee.

5.5.5 Basis for Reimbursement on Approved Programs of Study

The program will reimburse tuition and laboratory fees according to the Schedule set forth in Section 5.5.5(a) below. Other expenses such as books, travel, student fees, registration fees, etc., are not included. Other sources of assistance, such as government funds, stipends, scholarships, etc., will be deducted from the amount that will be reimbursed by the Employer.

- a.) A maximum reimbursement per calendar year will be paid to each eligible employee according to the following schedule:

<u>Length of Service</u>	<u>1-4 Years</u>	<u>Over 4 Years</u>
Satisfactory/Pass	75% of tuition, Maximum up to Maximum	100% up to
Unsatisfactory/Fail	0%	0%
Maximum per Calendar Year	\$3,200.00	\$3,200.00

No employee shall be eligible to receive reimbursement more than once for the same course.

For the purposes of reimbursement, the maximum will be defined as the date the course or seminar is completed as opposed to the date the request for reimbursement is submitted. (For example, a course is completed in December 1999 and the Employer reimbursement is paid in January 2000, the amount reimbursed would be charged against the 1999 calendar year maximum.)

5.5.6 The Approval Process

Prior to enrollment in the course the employee must obtain management approval verifying that the course of study meets the eligibility criteria in Section 5.5.4. Courses that do not have management approval will not be eligible for reimbursement. While courses must be submitted for approval on a course by course basis, requests to approve degree programs must be approved by the senior manager of the department and the Human Resources Department.

5.5.7 The Reimbursement Process

Payment will be made directly to the employee upon submission of the following to Human Resources:

- a.) Copy of tuition reimbursement form signed by employee's manager to verify that the course of study has been approved.
- b.) Final grade by the institution that the employee has satisfactorily completed the course with a grade of "C" or better. If the approved course is graded on a "PASS/FAIL or SATISFACTORY/UNSATISFACTORY" basis, the employee must receive "PASS" or "SATISFACTORY."
- c.) Submission of itemized receipt verifying the payment made to the institution detailing cost of tuition, fees and documentation of any stipends or scholarships if applicable.

The Payroll Department will make payment directly to the employee's regular paycheck after Human Resources has approved the reimbursement. Any non-tuition related expenses such as travel accommodations, mileage, meals incurred while attending courses out of town, will be subject to the Kaleida Expense Reimbursement Policy.

Non-tuition expenses will not be counted towards the maximum annual tuition reimbursement.

Other sources of assistance, scholarships, and government funds will be deducted and will not be reimbursed by the Employer. The employee will be required to supply any additional information as to other sources and amounts of assistance that affect the amount of reimbursement.

The employee will have six (6) months from the completion of the course to submit the appropriate information. Any application received after the six (6) month allowance period will not be processed. Tuition reimbursement requests will be processed within two (2) full pay periods of the date received in Human Resources.

Section 5.6 Continuing Education Program

5.6.1 The Employer and the Union recognize the need for a comprehensive, ongoing program of continuing education.

5.6.2 A continuing education program will be defined as workshops, conferences, training sessions, **professional organization membership which provides continuing education benefits**, continuing education classes or in-services which contribute to an employee's career development. All employees will be eligible to participate in continuing education programs.

5.6.3 The Employer will provide the Union with a quarterly accounting of continuing education program funds spent inclusive of employee name, program and cost.

5.6.4 Participation in the program and the allocation of continuing education dollars will be based on the following guidelines:

- a.) If the continuing education program is required to maintain certification or licensure requirements, and the Employer is offering the program, a fifty percent (50%) discount will be offered to affected employees.
- b.) If a continuing education program is mandated by the Employer, the Employer will be responsible for all of the costs associated with that program.
- c.) If the continuing education program is not mandated by the Employer the following procedure will apply:
 - 1.) The Employer will budget twenty-five thousand dollars (\$25,000.00) annually for the purpose of continuing education.
 - 2.) The annual budget for continuing education is intended to cover expenses related to program fees only.
 - 3.) An application for continuing education money will be made to the Human Resources Manager on a form provided by the Employer. The application will be reviewed and an approval or denial granted, within two (2) weeks of the request being made.
 - 4.) There will be a five hundred dollar (\$500.00) per person limit from the fund unless extra funds are available on October 1st. If extra funds are available, additional monies will be made available on a first-come, first-

served basis, up to a limit of one thousand dollars (\$1,000.00) per person, per calendar year.

- 5.) Such requests will be approved based upon course content (new or improvements in current job-related skills) and the availability of continuing education dollars. Such requests will not be arbitrarily denied.
- 6.) Employees will be notified regarding the specific documentation required for reimbursement for expenses related to program fees on the Request for Continuing Education Funding form.

Section 5.7 Transportation Allowance

5.7.1 Employees using their own vehicles for patient visitations and other Association business approved by the employee's supervisor will be reimbursed therefore at the rate of the IRS level per mile.

For purposes of this paragraph, it is understood and agreed that reimbursement for patient visitation is provided only for travel from patient to patient, or for travel to or from the patient, from or to the Association, and not for travel to or from the employee's home.

When the office is closed reimbursement shall be provided for travel from or to the employee's home, to or from the patient's home, except that the mileage between the employee's home and the Association shall be deducted for each leg of travel from any reimbursement formula. For on-call care provider visits, reimbursement for travel will be made on a portal-to-portal basis.

5.7.2 Reimbursement shall also be provided on all other days, after prior supervisory approval, for travel to and from the employee's home directly to and from the patient's home, except that the mileage between the employee's home and their assigned location shall be deducted from any reimbursement formula.

ARTICLE 6 BENEFITS

Section 6.1 Medical/Prescription Drug Benefits

6.1.1 Effective on the first day of the month following completion of **thirty (30)** days of employment employees will be eligible for, and the Employer will continue to provide, the Premium Medical and Prescription Drug Plan available to all eligible full-time and part-time employees covered by this Agreement hired prior to April 1, 2014. Employees hired to work or who live in the GLOW and Steuben County Geographic Service Areas will continue to be offered participation in the Kaleida Health Union PPO Medical Plan. **Effective January 1, 2025, employees hired to work in or who live in the**

Cattaraugus, Allegany, or Chautauqua County Geographic Service Areas will be offered participation in the Kaleida Health Union PPO Medical Plan as well.

Additionally, employees hired prior to April 1, 2014 and employees hired to work in or who live in the GLOW, **Cattaraugus, Allegany, Chautauqua**, and Steuben County Geographic Service Areas will have the option to participate in the Master Align Plan on a voluntary basis during open enrollment. Employees hired prior to April 1, 2014 and employees hired to work in or who live in the GLOW and Steuben County Geographic Service Areas, **and on or after January 1, 2025, employees hired to work in or who live in the Cattaraugus, Allegany, or Chautauqua County Geographic Service Areas** will not be required to join the Master Align Plan.

Thereafter, effective on the first day of the month following completion of **thirty (30)** days of employment, all employees hired after April 1, 2014, with the exception of employees hired to work or who live in the GLOW, **Cattaraugus, Allegany, Chautauqua**, and Steuben County Geographic Service Areas, shall be eligible for and provided medical and prescription drug coverage under the Master Align Plan.

The plan benefit levels for the Premium Medical Plan, Kaleida Health Union PPO Medical Plan and the Master Align Plan are set forth in Appendix B of this Agreement.

The Employer will not change any provisions of the medical coverage without the mutual consent of the Union.

6.1.2 Employees hired before April 1, 2017 will contribute the following toward the cost of premium of the selected medical coverages:

For full-time employees:

- 1.) Single coverage – an amount equal to one and one-half (1.5) hours of an employee’s wage at her/his regular rate of pay per month.
- 2.) Family coverage – an amount equal to three (3) hours of an employee’s wage at her/his regular rate of pay per month.

For regular part-time employees:

- 1.) Single coverage – an amount equal to three (3) hours of an employee’s wage at her/his regular rate of pay per month.
- 2.) Family coverage – an amount equal to six (6) hours of an employee’s wage at her/his regular rate of pay per month.

For employees hired on or after April 1, 2017 through March 31, 2021:

Full Time - Single	3.4 hours per month
Full Time - Family	9.0 hours per month
Part Time - Single	3.8 hours per month
Part Time - Family	9.2 hours per month

At open enrollment (January 1st effective date) following the 3rd Anniversary date

Full Time – Single	3.0 hours per month
Full Time – Family	7.0 hours per month
Part Time – Single	3.0 hours per month
Part Time – Family	7.0 hours per month

Employees who reached their third anniversary date between April 1, 2020 and December 31, 2020 will be entitled to the contribution rates set forth immediately above retroactive to January 1, 2021.

At open enrollment (January 1st effective date) following the 5th Anniversary date

Full Time – Single	1.5 hours per month
Full Time – Family	3.0 hours per month
Part Time – Single	3.0 hours per month
Part Time – Family	6.0 hours per month

For new employees hired on or after April 1, 2021:

Full Time - Single	3.4 hours per month
Full Time - Family	9.0 hours per month
Part Time - Single	3.8 hours per month
Part Time - Family	9.2 hours per month

6.1.3 Retired employees, laid off employees with recall rights, or those employees on an authorized leave may elect to continue medical coverage described in Section 6.1.1. If employees elect to continue their coverage, they shall pay the Association the amount of the monthly medical premium in sufficient time for the Association to make payments on their behalf. Under no circumstances will the Association be required to advance monies for such medical coverage on behalf of any such employee(s).

6.1.4 A five hundred dollar (\$500) inpatient hospital co-pay will be incurred at all non-Kaleida facilities with the following exceptions:

- a.) Kaleida does not offer the service;
- b.) In an emergency can go to the nearest hospital;
- c.) If an out-of-town emergency occurs; and
- d.) Roswell Park Cancer Institute services.

6.1.5 During the life of this Agreement all employees and their covered dependents who participate in the Master Align Plan may submit invoice(s) or detailed receipt(s) to the Kaleida Benefits Department for a reimbursement for copay expenses as detailed in the chart contained in Appendix B.

(For example: An employee who chooses to go to a PCP in the BC/BS WNY network that has a \$30 co-pay shall be reimbursed \$15.)

- a.) PCP office visits within the BC/BS WNY Network
- b.) Specialist Office visits within the BC/BS WNY Network
- c.) Outpatient surgery services within the Optimum Choice Network
- d.) Diagnostic x-rays including MRI within the Optimum Choice Network
- e.) Occupational, Speech and Physical Therapy services within the BC/BS WNY Network
- f.) Emergency Room visits
- g.) Emergency Ambulance Services (medically necessary)
- h.) Urgent Care Visits within the Optimum Choice Network

Section 6.2 Prescription Drug Insurance

6.2.1 The Employer will provide to all employees covered by this Agreement, who are enrolled in one of the Employer’s medical plans, prescription drug coverage. **The following prescription drug copays will apply through December 31, 2024:**

	Tier 1	Tier 2	Tier 3
Premium Plan			
a.) Retail Pharmacy	\$10	\$20	\$40
b.) Mail Order Pharmacy (90-day supply)	\$20	\$40	\$80
KH Union PPO Plan			
a.) Retail Pharmacy	\$10	\$20	\$40
b.) Mail Order Pharmacy (90-day supply)	\$20	\$40	\$80
Union Align Plan			
a.) Retail Pharmacy	\$5	\$20	\$40
b.) Mail Order Pharmacy (90-day supply)	\$10	\$40	\$80

The following prescription drug copays will apply effective January 1, 2025:

	Tier 1	Tier 2	Tier 3
Premium Plan			
a.) Retail Pharmacy	\$5	\$15	\$35
b.) Mail Order Pharmacy (90-day supply)	\$10	\$30	\$70
KH Union PPO Plan			
a.) Retail Pharmacy	\$5	\$15	\$35
b.) Mail Order Pharmacy (90-day supply)	\$10	\$30	\$70
Union Align Plan			
a.) Retail Pharmacy	\$0	\$15	\$35
b.) Mail Order Pharmacy (90-day supply)	\$0	\$30	\$70

The mail order program and maintenance drug program will continue at the three (3) months of prescription for the two (2) months of co-pay level and must be filled by the carrier recommended Mail Order Program.

6.2.2 Employees will be provided prescription drug coverage at the same time the health medical plan is selected.

6.2.3 The Employer will contribute the same dollar amount or percentage amount towards the prescription coverage as they contribute for health insurance premiums.

Section 6.3 Dental Insurance

6.3.1 The Association will make the following Dental Plans available to all full-time and regular part-time employees:

1.) Basic Dental Plan

- a.) 100% Preventative
- b.) Annual Maximum \$1,000 per person
- c.) If the participant sees a dentist outside the Kaleida network, the employee will be responsible for any charges that exceed the schedule of allowances in addition to the deductible and co-insurance payments

2.) High Option Plan

- a.) 100% Preventive
- b.) 100% Basic Restorative
- c.) 50% Major Restorative
- d.) 50% Orthodontics with a \$1,000 lifetime maximum per person
- e.) Annual Deductible - \$50 Individual, \$100 Family (preventive waived)
- f.) Annual Maximum - \$1,250 per person (excluding orthodontia)

The Association will continue to provide the Basic Dental Plan at no cost to full-time and regular part-time employees. Additionally, full-time and regular part-time employees electing the High Option Plan will continue to pay the difference between the Basic Dental Plan premium and the High Option Plan premium.

Coverage for dependents in the dental plans above will be extended to the end of the month following the attainment of the age of 26.

Section 6.4 Flexible Benefit Plan

6.4.1 The Employer will make available to full-time and regular part-time employees a flexible benefit plan. The flexible benefit plan includes the following options:

- a.) Kaleida Health Premium Medical Plan and Master Align Plan;
- b.) Kaleida Health Dental Plan;
- c.) Health Care Flexible Spending Account;
- d.) Dependent Care Flexible Spending Account;

- e.) Employee Supplement Life Insurance;
- f.) Dependent Life Insurance (Spouse/Child);
- g.) Supplemental Accidental Death & Dismemberment Insurance; and
- h.) Long-Term Disability Insurance.

6.4.2 The Flexible Benefit Plan is an IRS Section 125 Cafeteria Plan. Employee elections may be made when employees become eligible or during the annual open enrollment period. Elections may be changed only during open enrollment periods, or within thirty (30) days of a qualified family status change as defined by the Internal Revenue Service.

6.4.3 Employee contributions to health plan premiums, dental plan premiums and the medical and dependent care flexible spending accounts will be deducted from employees' pay on a pre-tax basis. Employee contributions to supplemental life, dependent life, accidental death and dismemberment and long-term disability insurance will be deducted from employees' pay on an after-tax basis.

6.4.4 Flexible Spending Accounts

Employees may contribute pre-tax dollars from their pay to a health care and/or dependent care flexible spending account, per year up to the maximum allowable by law and will be reimbursed for eligible expenses as defined in the plan document.

6.4.5 Accidental Death & Dismemberment (AD&D)

Employees may elect AD&D coverage for themselves and eligible dependents. This coverage supplements any employer-provided AD&D coverage.

6.4.6 Long-Term Disability

Employees may elect long-term disability insurance for themselves. Plan descriptions are available in all Human Resources Departments.

6.4.7 The Employer will provide all employees who participate in group life insurance, group Long-Term Disability and group health insurance with a plan description from the provider.

6.4.8 Employees may elect to purchase additional supplemental short-term disability insurance for themselves. Policy descriptions are available from the insurance provider. Short-term disability premiums will be deducted from employees' pay on an after-tax basis.

Section 6.5 Life Insurance

6.5.1 The Employer will provide, without cost to the employee and in accordance with the provisions of a standard group life insurance program, coverage under a group life insurance policy and coverage under a group accidental death and dismemberment (AD&D) insurance policy. Each policy provides coverage that is equal to one (1) times annual base salary (rounded to the next higher one thousand dollars [\$1,000]) for all

active full-time and regular part-time employees having one (1) or more years of continuous employment.

6.5.2 The coverage amount for regular part-time employees will be computed based on annual budget hours for the position times the hourly rate rounded to the next higher one thousand dollars (\$1,000).

6.5.3 The Employer shall make available to all employees eligible for the group life insurance plan, an optional Supplemental and Dependent Life Insurance plan. Employees will pay the full cost of any option they select.

- a.) Eligible employees may obtain additional life insurance on themselves or purchase life insurance coverage on their spouse, dependent children, domestic partner, or any combination of the above in accordance with the provisions of the policy and subject to the underwriting requirements established by the insurance company.
- b.) The employee, through payroll deduction, shall pay all supplemental life insurance premiums.
- c.) Upon termination, the employee has the right to convert such supplemental insurance to an individual subscribership, in accordance with the provisions of the policy and subject to the underwriting requirements established by the insurance company.
- d.) The Employer reserves the right to change carriers at any time subject to reasonable notice to the Union provided such change does not result in a decrease of benefits.

Section 6.6 Retirement

6.6.1 The Association will continue its current contribution practice of five percent (5%) of an employee's base salary up to two thousand eighty (2080) hours per year, to all eligible employees as defined by the plan document in accordance with the existing retirement program or to a program substantially equivalent thereto.

6.6.2 The Association agrees to participate in a Tax-Deferred Annuity Plan. There shall be no contribution from the Association to the plan.

Section 6.7 Employee Medical Examination

Each employee shall undergo a post-offer health examination and an annual health assessment by the Association and at the Association's expense.

Section 6.8 Hospital Discounts

6.8.1. The Family First Program provides discounts to eligible VNA bargaining unit employees who are enrolled in the Kaleida Health Premium, Align or PPO medical insurance plans or enrolled in COBRA for the same plans. The Family First Program will also extend to dependents covered on a VNA bargaining unit employee's family

coverage under the plans named above. The eligible employee and covered dependents must be listed on the medical insurance membership card.

- a.) Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above: Eligible employees will be defined as all full-time and regular part-time, current active, including those on approved leave of absence, who have completed their probationary period. Temporary Employees are not eligible. All access to discounts will end at the time the employee is no longer eligible.
- b.) Subject to the requirement of enrollment in the Kaleida Health medical insurance plans named above: Eligible family members include spouse and dependent children (including stepchildren).

6.8.2. Health service discounts shall be provided as follows:

	Covered by Medical/ Dental/Vision Insurance	Not Covered by Medical/ Dental/Vision Insurance
Hospital Room	No charge on the difference between private and semi-private room. Subject to availability.	No charge on the difference between private and semi-private room. Subject to availability.
Inpatient Services	Inpatient and Observation. Kaleida Health assumes patient responsibility up to \$500. Complimentary local telephone service, television, valet parking (where available) and cafeteria Privileges	40% discount on in-patient and observation self-pay fee schedule amount.
Outpatient Services	40% discount on amounts over \$15.00 on services not covered by insurance. Orthodontia and certain major restorative services excluded.	40% discount, including emergency services. Orthodontia and certain major restorative services excluded.

Home Care Services	40% discount on services not covered by insurance.	40% discount.
Long-Term Care Services	10% for private pay and insurance co-pays.	10% for private pay and insurance co-pays.
Sub-acute Rehabilitation Services	Kaleida Health assumes payment of deductibles (up to \$500) for admissions to Kaleida Health facilities. Complimentary local telephone service, television, valet parking (where available) and cafeteria privileges.	40% discount on in-patient self-pay fee schedule amount.
Insurance Copayments, Coinsurance and Deductibles	40% discount on amounts over \$15. Co-pays of \$15 and under waived with proof of eligibility. 100% discount on co-pays for Kaleida Health sponsored smoking cessation classes.	N/A 100% discount
10% discount on Private Pay and Insurance co-pays/coinsurance/deductibles for Long Term Care. Does NOT include Medicaid Client share (NAMI).		

6.8.3. There will be no telephone rental service charge for employees and dependents. All long-distance charges will be paid for by the employee or dependent.

6.8.4. The discounts do not apply to:

- a.) Physicians' charges;
- b.) Elective cosmetic surgery;
- c.) Orthodontia, certain major restorative dental services, or purchased dental appliances including dentures;
- d.) In-vitro fertilization;
- e.) Experimental procedures;
- f.) Medical devices;
- g.) Personal services;
- h.) Any service which is not supplied by the Employer.

6.8.5. Employee discounts will be processed as outlined below:

- 1.) Long Term Care Family First discounts are processed by Long Term Care billing.
- 2.) Employee discounts will be processed as follows:
 - a) The employee and/or eligible family member will be identified by their participation in the Kaleida Health Premium, Align, or PPO medical insurance plans.
 - b) The Cash Posting Department captures all accounts with the eligible employee indicator. The Cash Posting Representative will calculate the discount and enter an adjustment for the appropriate amount on the patient account. All eligibility for discounts will be determined by the Revenue Cycle Department. All payments due must be made by the deadline stated on the bill, or the discounts(s) will not apply.
 - c) The Cashier will calculate the discount and request payment for the remaining balance if applicable.
 - d) The Cashier will forward the discount information to the Cash Posting Department where an adjustment will be entered to the patient account for the discount award.

To the extent the process is revised per change in Kaleida Policy and Procedure, such employees shall be notified of the revised process, and it shall supersede the above.

**ARTICLE 7
PAID TIME OFF AND HOLIDAY ROTATIONS**

Section 7.1 Paid Time Off (PTO) and Extended Sick Bank (ESB)

7.1.1 All full-time and regular part-time employees are eligible to accrue Paid Time Off (PTO). The following schedule **will apply until the last accrual period in 2024:**

Years of Service	PTO Accrual Rate Per Hour	Maximum Annual PTO Hours	Maximum Annual PTO Days
1 st day of 1 st year to last day of 2 nd year	0.1077	224	28
1 st day of 3 rd year to last day of 9 th year	0.1269	264	33
1 st day of 10 th year to last day of 14 th year	0.1462	304	38
1 st day of 15 th year & annually thereafter	0.1654	344	43

The following PTO schedule will apply starting with the first accrual period in 2025:

Years of Service	PTO Accrual Rate Per Hour	Maximum Annual PTO Hours	Maximum Annual PTO Days
1st day of 1st year to last day of 2nd year	0.1115	232	29
1st day of 3rd year to last day of 9th year	0.1308	272	34
1st day of 10th year to last day of 14th year	0.1519	316	39
1st day of 15th year & annually thereafter	0.1692	352	44

7.1.2 All full-time and regular part-time employees are eligible to accrue Extended Sick Bank (ESB) according to the following schedule:

ESB		
Accrual Rate per Hour	Maximum Annual ESB Hours	Maximum Annual ESB Days
.0231	48	6

7.1.3 **Probationary employees may use accrued PTO for limited purposes during their probationary periods. These limited purposes are: (1) for the following holidays: New Year’s Day, Martin Luther King, Jr. Day (effective 2025), Memorial Day, Juneteenth (effective 2025), Independence Day, Labor Day, Thanksgiving Day and Christmas Day; and (2) for NY Paid Sick Leave purposes as defined in NY Labor Law Section 196-b).**

Accrued hours are those hours which are earned and accumulated in the PTO bank and owned by the employee.

Upon completion of ninety (90) days of the probationary period, an employee may use accrued PTO for all purposes set forth in this Agreement.

The Association can extend unpaid time off to a new hire for compelling reasons during their ninety (90) day probationary period. This unpaid time off will not affect the PTO formula for current employees in the department and will be discretionary based on the need of the organization. The Association agrees to share with the union any instances where unpaid time off is being granted during the probationary period.

7.1.4 An employee changing from limited benefit part-time to either full-time or regular part-time status shall begin earning PTO from the first day worked in the new status.

7.1.5 PTO is an accrual system with paid leave time earned for each regular hour paid, or other paid leave time that substitutes for regular work hours, up to the maximum allowed annually.

7.1.6 Each eligible employee will be assigned a PTO bank to accumulate hours to use for all paid time off. In addition to PTO, each eligible employee will be assigned an Extended Sick Bank (ESB) for use during periods of short-term disability as defined under NYS disability guidelines or during periods of Workers’ Compensation.

7.1.7 a.) PTO should be scheduled in accordance with Section 7.1.15.

b.) PTO for New York Paid Sick Leave (NY Labor Law Section 196-b) purposes: Employees will be allowed a maximum of fifty-six (56) hours of accrued PTO to be used for such purposes (see Appendix C) that will not be counted toward Time and Attendance. It must be used in increments of one-half (½) hour with a minimum of two (2) hours per absence.

- c.) Additionally, full-time and regular part-time employees will be allowed a maximum of sixteen (16) hours to be used for unforeseen personal emergency that will not be counted toward Time and Attendance, and it may be used in increments of one-half (½) hour. All PTO used with less than forty-eight (48) hours' notice will be recorded as unscheduled paid time off (PTU).

7.1.8 In all cases of unscheduled absences, employees scheduled to work a shift beginning prior to or at 8:30 a.m. are required to notify an established "Sick Line" of the **type of absence (e.g., FMLA, PFL, PSL, personal emergency, etc.)** at the earliest possible time, but in no event later than one (1) hour before her/his usual reporting time, or such time as required or necessitated by circumstances. The established sick line number for each County Branch will be posted in the branch office. All other employees are required to contact their respective managers or covering managers and speak with them directly as to their absence.

7.1.9 In cases of unscheduled absences due to incidental illness, the Association may request a physician's certificate attesting to the nature and duration of illness, injury or disease, and indicating that the employee is able to return to work. The physician's certificate shall not be requested for an absence of one (1) day unless the Association suspects that available benefits are being abused.

7.1.10 Employees are not permitted to be absent from work, excused or unexcused, when they do not have PTO accruals to cover the time absent, unless the time is part of an approved leave. NOB is the pay code associated with no benefit time.

- a.) Progressive discipline shall commence when an employee has NOB in their timecard, up to termination, except where:
 - 1.) NOB occurs because of a holiday and is within 30 days of commencement of an accrual earning status, for example: an employee who has just returned from an approved leave of absence pursuant to the provisions of this agreement or has just been hired by the Association within the last 30 calendar days.
 - 2.) NOB is less than one (1) hour in a pay period.

7.1.11 Preference with regard to requests for scheduled days off will be determined by seniority, by work groups as defined in Article 2.

7.1.12 Tri-annually, on March 1 (sign up period 1), July 1 (sign up period 2) and November 1 (sign up period 3), the Employer will take a snapshot of each work group that includes only actively working employees and excludes newly hired employees who are within their first three months of employment. Based on this snapshot, **effective with the July 2024 snapshot**, a formula of **twelve percent (12%)** will reflect the minimum allowable PTO weeks for each work group for requests of PTO for five (5) consecutive working days and requests for PTO of four (4) consecutive working days in a holiday week and/or one (1) - four (4) consecutive working days in the same week (see Section 7.1.13(d)).

In all cases partial numbers will be rounded to the nearest whole number.

In all cases, a minimum of one week will be approved per work group.

If the Employer anticipates that the number of pre-approved hours generated by the formula cannot be honored for any vacation cycle, the Local Union will be immediately notified and the parties will meet to resolve the issue.

7.1.13 Request forms for PTO, for the purposes of planned vacation of five (5) consecutive working days, and requests for PTO of four (4) consecutive working days in a holiday week shall be requested as follows:

- a.) by November 1st of the preceding year for all time requests for February, March, April, and May; approval or denial must be given by December 1st of the preceding year;
- b.) by March 1st for June, July, August and September; approval or denial must be given by April 1st; and
- c.) by July 1st for October, November, December, and January; approval or denial must be given by August 1st.
- d.) For the sign-up period of June, July, August, September due by March 1st, each employee will be limited to two (2) requests of five (5) consecutive working days or four (4) consecutive working days in a holiday week. Alternatively, employees may request one (1) full week and/or one (1) day - four (4) consecutive working days in the same week. Single days that are made available per the one (1) to four (4) single day requests above will be preapproved. If available, additional weeks may be offered. **Employees in work groups of fifteen (15) or less employees will be guaranteed at least one (1) full week in this period.**
- e.) Management will post and email any open weeks of each sign-up period no later than December 3rd, April 3rd and August 3rd respectively for the three (3) sign-up periods. Should any open periods of working days remain, denied requests by seniority shall be given the opportunity to request 1 - 4 days no later than December 10th, April 10th, August 10th respectively, approval or denial must be given by December 17th, April 17th, August 17th respectively.
- f.) Management will post and email any open weeks or, as applicable, single days in the same week of each sign-up period no later than December 20th, April 20th and August 20th respectively for the three (3) sign-up periods. Remaining vacation weeks/days will be offered in seniority order. Requests must be submitted by December 23, April 23, and August 23 respectively for the three (3) sign up periods. Approval or denial must be given within seven (7) days.
- g.) Approved PTO requests as per the steps above cannot be rescinded by the employee unless the employee is: on or within three (3) months of returning

from an approved, continuous leave; **or the approved PTO request to be rescinded would cause the employee to have NOB while taking that approved PTO.**

- h.) A regular part-time employee may request PTO days based on her/his designated FTE or up to the equivalent of a full-time employee (1.0) FTE, providing the employee will have adequate PTO hours accumulated in her/his PTO bank at the time the PTO is to be used. In this circumstance, PTO will not be earned on PTO requested and paid in excess of the regular part-time employee's FTE.
- i.) The PTO benefit for a regular part-time employee will be paid in a combination of scheduled time off and cash payment equal to the requested PTO hours.
- j.) **When a Section 4.1.2(c) weekend-only employee requests PTO for the purpose of a planned vacation per this Section, the following will apply:**
 - 1.) **The employee will only be permitted to request a Saturday of one week and a Sunday of the weekend that would overlap a two-week period. For example, if an employee requests off consecutive weekend days, the employee will be off from the Monday prior to the weekend requested through the Friday following the weekend requested.**
 - 2.) **The employee must request consecutive weekend days (Saturday and Sunday); the employee is not permitted to request only one weekend day (single day) as part of Section 7.1.13(a) and (c).**

7.1.14 In circumstances in which an employee has been approved for consecutive days of PTO and, thereafter, the employee lacks sufficient accrued PTO to cover all of the time approved, the employee must take any leave available on consecutive days **at the beginning or end of the approved PTO. The employee may work the remaining approved PTO days to avoid NOB.**

7.1.15 Planned Vacation Scheduling and Approval Procedures

- a.) Employees must submit vacation requests in accordance with the time frames outlined in Section 7.1.13 above and may do so either via email or by submitting the paper form.
- b.) Sign-up will be by seniority.
- c.) Employees submitting their vacation requests must be actively working at the time **of the snapshot for the request to receive approval.**
- d.) Sign-up will begin with the first week of each designated request period outlined above.

- e.) Employees whose vacation requests cannot be met will be notified by seniority by the designated manager regarding vacation weeks that are available and will be given the opportunity to select an open week of five (5) consecutive working days or four (4) consecutive working days in a holiday week.
- f.) If questions arise during the scheduling process, the Association will discuss said problems with the Union.
- g.) The manager will provide the employee with a copy of the PTO request, either approved or denied.
- h.) Should an approved vacation week become available due to an employee being out on disability, Workers' Compensation, or leave of absence, said available week(s) may be offered to and approved for, employees who had all of their vacation requests denied and have no vacation approved during that vacation period (such time will be offered in seniority order).
- i.) In the event vacation weeks remain available after exhausting the steps outlined in (a) – (h) above, the available weeks will be made available as single PTO days.

7.1.16 Requests for PTO of less than one (1) day must be submitted forty-eight (48) hours preceding the day to be scheduled. Requests for PTO of one (1) day or more must be submitted by the Monday two (2) weeks preceding the week to be scheduled. A reasonable attempt will be made to act upon such requests for one (1) or more days, two (2) weeks in advance. Once scheduled, PTO for one (1) or more days will not be rescheduled unless there is a valid need, and the employee is notified as soon as practicable. Under no circumstances may any PTO under this contract be used in increments of less than one-half ($\frac{1}{2}$) hour except as provided for under the Family and Medical Leave Act. Any requests submitted for five (5) consecutive working days or requests for PTO of four (4) consecutive working days in a holiday week, made after the deadlines set forth in Section 7.1.13 shall be processed as single days, based upon seniority.

7.1.17 An employee will not be scheduled for an assignment on the Saturday and Sunday before her/his PTO vacation as per Section 7.1.13, or be scheduled on the Saturday and Sunday after her/his PTO vacation as per Section 7.1.13, provided the period is for five (5) consecutive days or longer, and the Sunday before or the Saturday after the PTO vacation period are contiguous to the PTO vacation period, and provided further that the PTO request is submitted prior to the posting of the weekend schedule.

Additionally, an employee who selects Monday or Friday PTO days pursuant to Section 7.1.13(d) will not be scheduled for an assignment on the adjacent Saturday and Sunday.

Employees who work extended weekend shifts will choose to be scheduled off the weekend before or the weekend after a week of PTO.

7.1.18 An eligible employee may voluntarily donate a portion of her/his own PTO benefit hours to another benefited VNA employee who is away from work on an approved leave for disability, Family Medical Leave, for an FMLA-qualifying reason to the extent the employee is FMLA-ineligible or personal leave of absence for hardship reasons. The employee will be eligible to give hours from her/his own accrued balance of PTO. Time donated will be converted to a dollar value which will in turn be converted to the equivalent hours of time based on the recipient's hourly rate. An employee may donate up to forty (40) hours from her/his accrued balance in each PTO plan year. Donations may be made from accrued, unused PTO only. ESB hours are not eligible for donation. Once donated, the gift is irrevocable.

7.1.19 The following days shall be observed as and paid as holidays for all eligible employees:

New Year's Day
Martin Luther King, Jr. Day (effective 2025)
Memorial Day
Juneteenth (effective 2025)
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

All full-time employees must use PTO to receive pay for the aforementioned holidays unless they are scheduled to work the holiday. **Regular part-time employees and employees working alternative shifts may forego use of PTO for the observed holiday if they are able to adjust their schedules, if needed, to work their required hours and are not scheduled to work on the observed holiday.**

7.1.20 Whenever any of the above holidays fall on a Sunday, the succeeding Monday shall be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

7.1.21 To receive pay on a recognized holiday, the employee shall have worked or be on an approved PTO day the last regularly scheduled day before and the regularly scheduled day after the recognized holiday to receive payment.

7.1.22 Scheduled PTO shall be calculated as hours worked for the purpose of computing overtime payment. Unscheduled PTO shall not be calculated as hours worked for the purpose of computing overtime payment.

7.1.23 Employees who work on New Year's Day, **Martin Luther King, Jr. Day**, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be paid at one and one-half (1½) times their hourly wage rate for all hours worked on the holiday **or observed holiday. In the event an employee works both the day of the holiday and the observed day of the holiday, the employee will receive pay at one and one-half (1½) times their hourly wage rate for all hours worked on the day of the holiday, only.**

7.1.24 Employees scheduled to work recognized holiday weekends may split such weekend assignments with other employees with the approval of the supervisor.

7.1.25 An Extended Sick Bank (ESB) will be established for each eligible employee to provide income during periods of disability or Workers' Compensation. Unused PTO credits may be rolled into the ESB at the end of the benefit year. The maximum ESB allowed is one hundred and eighty-seven (187) days or one thousand five hundred (1,500) hours.

7.1.26 The payment from ESB shall be made only if the employee has applied for and is eligible for benefits under New York State Disability or Workers' Compensation or as outlined in Article 10, entitled Time and Attendance, Sections 10.1.3(e) and (f). In such cases, the Association shall pay the difference between the employee's regular basic wage rate and the actual amount paid to the employee under NYS Disability or Workers' Compensation, up to the limit of the employee's extended sick bank. When the actual period of disability exceeds the limits set by NYS Disability Insurance, the disabled employee can utilize her/his extended sick bank as outlined in Section 7.1.27 below.

7.1.27 Long-term sick leave accumulation is reduced from ESB as follows:

- a.) upon notice of approval of an employee's application for NYS Disability Insurance benefits, one (1) day for each day of the applicable waiting period for such benefits (if the employee initially uses PTO to cover the waiting period, the PTO will be restored to the employee's PTO bank);
- b.) after NYS Disability Insurance or Workers' Compensation benefits begin, an employee may use ESB hours to supplement disability or Workers' Compensation benefits up to the amount of her/his regular gross weekly pay;
- c.) one (1) day for each day the employee remains disabled after her/his NYS Disability Insurance benefits expire;
- d.) in compliance with the provisions of Section 7.1.28 below; and
- e.) in compliance with the provisions of Article 10, Time and Attendance.

If an employee depletes her/his ESB during an approved period of disability or Workers' Compensation leave, the employee will be entitled to use any available hours in her/his PTO bank to supplement NYS Disability Insurance or Workers' Compensation benefits up to the amount of the employee's gross weekly pay, or up to one (1) day for each day the employee remains disabled after her/his NYS Disability Insurance benefits expire.

7.1.28 Employees who entered or re-entered the bargaining unit described in Section 1.1 on or before July 1, 2020, who have completed at least three (3) years of active employment with the Association and who retire from the Association at age fifty-five (55) or older will be eligible to make a one-time election for distribution of one hundred percent (100%) of their accrued, unused ESB, and employees who entered or re-entered the bargaining unit described in Section 1.1 after July 1, 2020, who have completed at least three (3) years of active employment with the Association, and who

retire from the Association at age fifty-five (55) or older will also be eligible to make a one-time election for distribution of one hundred percent (100%) of their accrued, unused ESB earned after July 1, 2020 as members of the bargaining unit, into the following options, in any combination, as follows:

- a.) a cash payout up to one hundred percent (100%) of total accrued, unused ESB; and/or
- b.) deposit into a tax-sheltered annuity in an amount up to the limits allowed by law.
- c.) any unused ESB accrued prior to entry into the bargaining unit described in Section 1.1, by employees who enter or re-enter the bargaining unit after July 1, 2020, will only be available for use as provided in Section 7.1.26, subject to the cap provided in Sections 7.1.25 and 7.1.29(e).

7.1.29 Annually in the last quarter of the year, eligible full-time and regular part-time employees are given several options for utilization of accrued PTO. Electronic PTO election forms will be provided to employees by November 1st of each year and the form must be completed by **the following date each year: December 7, 2024; December 6, 2025; and December 5, 2026**; respectively, for the purpose of making the allocations addressed below.

- a.) Employees may elect to receive cash in a lump sum for unused PTO hours up to a maximum of forty-eight (48) hours for a full-time employee, and thirty-two (32) hours for a regular part-time employees. The buy-back will be paid in a separate payroll check, and will occur during the first quarter of the new PTO plan year. The buy-back will be based on the rate of pay in effect at that time.
- b.) Full-time employees may carry over at the end of the year unused PTO hours up to a maximum of fifty-six (56) hours; regular part-time employees thirty-two (32) hours or up to their assigned FTE, whichever is greater. All hours carried over must be used by the last full pay period in June.
- c.) For those employees who want to accelerate the growth of their ESB, they can convert PTO to their ESB up to a maximum of one hundred eighty-seven (187) days or one thousand five hundred (1,500) hours.
- d.) Employees may contribute unused PTO hours to their individual 403(b) accounts up to eighty (80) hours for full-time employees, and up to forty-eight (48) hours for the regular part-time employees. Employees choosing this option must complete a salary reduction form prior to, and following, making this contribution. At no time may an individual contribution be greater than the allowed legal limit in effect at the time of the contribution.
- e.) If there is a balance of PTO after the benefit year options are completed, any remaining balance will automatically be rolled into the employee's individual

ESB up to the maximum level of one hundred and eighty-seven (187) days or one thousand five hundred (1,500) hours.

In the event an employee has been denied her/his PTO requests during the course of the year, for Employer business necessity, or other scheduling difficulties, the affected employee will be allowed to carry over the denied PTO request into the last full pay period in June, in addition to the carry over in Section 7.1.29(b).

7.1.30 If the eligible employee fails to notify Human Resources by **the December deadline date**, that being **December 7, 2024, December 6, 2025, and December 5, 2026**, respectively, of her/his intention for the use of any unused PTO, as described in Section 7.1.29, then year-end unused PTO will be distributed in the following order:

- a.) All unused hours up to **fifty-six (56)** for full-time, **thirty-two (32)** hours or their assigned FTE, whichever is greater, for regular part-time and limited benefit part-time will be carried over and must be used by the last full pay period of June.
- b.) The next forty-eight (48) hours for full-time, thirty-two (32) for regular part-time will be paid in a lump sum.
- c.) The balance, if any, will automatically be transferred to ESB up to the cap of one hundred and eighty-seven (187) days or one thousand five hundred (1,500) hours.

7.1.31 Employees who have completed the probationary period may request PTO hours over and above the accrued balance in their PTO bank up to a maximum of forty (40) hours for a full-time employee, and hours up to their assigned FTE for a regular part-time employee. This negative PTO provision will accommodate employees who wish to take a vacation in the beginning of the PTO plan year before enough PTO has accrued on or before the last full pay period in June.

7.1.32 If an employee who has successfully completed her/his probationary period terminates employment for any reason, all accrued PTO shall be paid out in cash in the first pay period following termination. This provision does not apply to ESB. An employee who voluntarily resigns or is involuntarily terminated prior to completion of probation shall forfeit all accrued, unused PTO.

Section 7.2 Holiday Rotation

7.2.1 Holidays will be scheduled for employees in each work group on a voluntary basis by seniority for the posting period from Memorial Day through New Year's Day of the following year. The Christmas holiday is staffed on a rotating basis. The number of holidays to be worked will be determined for each work group by the Association. If an employee volunteers on a roster that becomes full, the senior employee(s) on that work group's roster will be scheduled for that holiday. The excess junior employee(s) will be placed onto incomplete holiday rosters in that work group, with preferences in regard to seniority. The holiday sign up for employees in each pool will take place between

November 1 and November 15 for the following year and will be posted and emailed by December 1.

During the sign-up period, if there is a surplus of employees for available holidays, employees based on seniority will be allowed to opt off from the holiday sign up that year. No employee will be allowed to opt off a second time until all employees in the work group have had the opportunity to opt off.

7.2.2. Holidays will be scheduled with the weekends to which they closest fall. Holidays that fall on Wednesday will be scheduled with the preceding weekend. Prior to the sign-up period from November 1st through November 15th, employees who work in Central Intake, all clerical, technical and service employees (based upon job classification) and some work groups will vote to determine the scheduling of holiday with or without weekends for the entire year. Holiday weekends are part of the weekend rotation obligations and will be maintained on one (1) list.

7.2.3 The number of employee(s) on each roster and holiday schedule will be determined by the Association's needs and vary from work group to work group, and holiday to holiday.

7.2.4 Based on the Association's needs, employees may volunteer to work additional holiday hours in any work group.

7.2.5 If an insufficient number of employee(s) are scheduled, the Association will seek volunteers. Volunteers will be selected with preference to seniority.

7.2.6 If volunteers are not adequate to meet the Association's needs, forced holiday time may occur, and will be done by using an inverse seniority holiday roster pool. The forced holiday roster will not be used unless all other options are exhausted.

7.2.7 Evening employees will be scheduled to work evenings on holidays. If an insufficient number of evening employees are available on the schedule, volunteers will be solicited. If there are excess volunteers, assignment will be given with preference to seniority. If there is an insufficient number of volunteers, evening assignments will be determined on a rotating basis.

7.2.8 A reserve pool is established by the Association with each yearly holiday sign-up. These employees will be scheduled for the holiday and the associated weekend, if applicable, except in cases in which work groups vote to schedule the holiday without weekends. The reserve pool is made up of employees in the following order:

- a.) Those employees who did not work their scheduled holiday (e.g., due to sick day, personal day, transfer into a new work group, etc.) will be scheduled first.
- b.) Those employees who are not available for the initial holiday sign-up (e.g., disability, Workers' Compensation, leave of absence, layoff) will be scheduled second.

c.) Those employees who are new or probationary employees who are not eligible for the holiday sign-up will be scheduled last.

7.2.9 Employee(s) in the reserve pool may be scheduled to work a pro-rated number of holidays, depending upon how many holidays are left, and the number of holidays in the original sign-up when they became eligible to work. Employees in the reserve pool will be posted on the informational holiday weekend schedules.

7.2.10 If fewer employees are needed than scheduled, the most senior employee(s) will have the option of coming off that schedule. If no employee(s) elects to be removed from the schedule, the junior employee(s) will be removed. Once a year, surplus employee(s) may elect to come off the schedule on a rotating seniority basis.

7.2.11 For the purposes of the holiday rosters, seniority will mean the date of hire, and job shares will be considered as one (1) full-time equivalent (FTE), with the senior partner's seniority date determining placement on the holiday roster. Once the holiday rosters are scheduled, the employee(s) will be obligated to work the holiday. It is the employee's responsibility to be available to work the holiday for which she/he has been placed on a roster or schedule. With the exception of surplus employee(s), who elect to come off the schedule, employee(s) who do not fulfill the holiday requirement may be scheduled to work subsequent holidays, based on the Association's needs. If the observed holiday is missed, the employee(s) will be placed in the reserve pool for a subsequent observed holiday.

7.2.12 Employee(s) scheduled to work a holiday including a weekend that has approved PTO as per Section 7.1.13 will be scheduled a long day in lieu of one of the PTO days.

7.2.13 Employee(s) in the reserve pool with pre-approved PTO times as per Section 7.1.13 may not be placed on the holiday schedule. Employees with pre-approved PTO as per Section 7.1.13 may not be forced onto the holiday schedule.

Section 7.3 Christmas Holiday Rotation

7.3.1 The Association will seek volunteers to work Christmas/weekend. The Christmas holiday/weekend will be staffed by employees in the work group per Article 2, Definitions Section 2.2. The Association will maintain and post a current work group list. The list will be reviewed annually for any newly eligible employees (employees who are off probation, employees returning to work from disability, Workers' Compensation or leaves of absence) who were not available for the previous year's rotation, or employees who did not fulfill their Christmas obligation the prior year. No one will be scheduled to work Christmas twice before everyone has been scheduled once. The Christmas holiday/weekend schedule will be posted by June 1 of each year.

If there are an insufficient number of volunteers in the pool to meet the Association's needs, the seniority list will be used, junior to senior to staff Christmas/weekend. Holiday staffing will be mandated in accordance with Section 7.2.

ARTICLE 8 COMMITTEES AND PROGRAMS

Section 8.1 Committees

8.1.1 The Union will be offered the opportunity to appoint a representative(s) as a participating member(s), to any current or future committee(s) of VNA employees delegated to analyze a specific VNA operating matter. The representative(s) must be a VNA employee during her/his period of service on the Committee.

8.1.2 A claimed violation of this paragraph will be first directed to the Administrator of Human Resources, and if not satisfactorily resolved within three (3) days, the Union may demand arbitration of whether the Union was denied representation on a committee as described by the section. If the arbitrator finds a violation, the only permissible remedy will be a directive that the Association allows the Union an opportunity to appoint a representative(s) to the committee as a participating member.

8.1.3 The parties agree to jointly train employees and Employer representatives on the responsibilities of serving as a committee representative.

8.1.4 Members of the committees shall not suffer any loss of pay for attending meetings. Members who are not scheduled to work when a meeting is to be held shall work with their supervisors to change their schedules as needed. It is expected that supervisors will make every reasonable effort to allow for a requested change for this purpose.

8.1.5 Committee representatives and the Employer may investigate issues and conduct or attend training sessions as directed and approved by the committee, and shall be provided up to two (2) hours per month outside of their committee meeting time for these purposes.

Section 8.2 Staffing and Staff Advisory Committee

8.2.1 High quality patient care and the high quality of work life for employees are mutual goals of the Association and Union. To address these mutual goals, the parties agree to create a Staff Advisory Committee (SAC). The SAC will consist of up to six (6) Union representatives designated by the Union and an equal number of Association representatives as designated by the Association. Additional representatives may be invited as the agenda dictates. The SAC shall meet monthly or more frequently if required to fulfill its mission. The parties further agree that the SAC will function in a collaborative manner to identify issues and develop initiatives in the following areas:

- a) employee quality of work life
- b) workload
- c) staffing needs
- d) review staffing grievances and SAC forms
- e) recruitment and retention

- f) operational processes and efficiencies
- g) patient satisfaction and quality of care

8.2.2 To address issues identified, the SAC will consider all factors related to staffing and productivity including but not limited to the following:

- a) census
- b) caseload
- c) volume, inclusive of referral patterns
- d) start of care, resumption of care, recertifications, discharges, and interim orders
- e) patient condition and complexity of treatment
- f) patient safety inclusive of coordination of care, ability to provide continuity of care, patient education and proper discharge education
- g) staff safety
- h) workload/productivity indices and benchmarks
- i) competency and expertise of the staff
- j) staff mix
- k) available support systems inclusive of patient care coordinators, communication clerks, home health aides and family
- l) internal and external benchmarks/standards such as but not limited to, CMS, OASIS and quality assurance measures
- m) geographic service areas
- n) documentation
- o) employee satisfaction
- p) patient satisfaction
- q) available financial resources
- r) travel time, mileage and travel variables
- s) regulatory requirements
- t) existing operational processes
- u) illnesses, absences, turnover and vacancy rates
- v) measures to decrease the number of non-billable visits

8.2.3 The parties agree that fair and reasonable assignments will be established on a daily basis for clinical field staff. To that end, the following factors will be considered:

- a) type of visit;
- b) patient condition and complexity of treatment;
- c) competency and expertise of staff;
- d) mileage and travel variables;
- e) meetings, in-services, committee work and/or other assignments;
- f) case management; and
- g) equipment needs and availability of equipment.

8.2.4 An employee questioning her/his assignment will notify the manager. The manager/administrator will make all efforts to resolve the situation. If the employee's

concern is unresolved, she/he will so indicate on the **electronic** Staffing Committee Assignment Report, (Article 18, Forms), and will forward same to the SAC. The respective manager will provide the employee with a written response within seventy-two (72) hours of any unresolved staffing concern.

8.2.5 The SAC will have the authority to implement the recommendations of the majority of the Committee members. The only exceptions will be that if there are financial, regulatory or organization-wide impacts associated with the recommendations, a proposal will be drafted by the Committee and presented to the Association senior administrative team for review and consideration. The senior administrative team will respond to the proposal in writing to the SAC indicating its approval or disapproval and the rationale for its decision.

Section 8.3 Safety

8.3.1 The Employer will observe and comply with all local, state and federal health and safety laws and regulations and will provide and maintain a safe and healthful workplace, free of recognized hazards. The Employer will maintain a Safety program. The objective of the program will be:

- a) to identify, assess and eliminate hazards to which employees are exposed;
- b) to reduce injuries and illness including those related to in-home hazards;
- c) to systematically achieve compliance with all applicable health and safety regulations; and
- d) to promote greater employee awareness of health and safety issues, inclusive of group safety department or unit meetings conducted as deemed necessary.

8.3.2 In the event an employee shall have a reasonable basis to believe that her/his safety is in jeopardy, the employee shall immediately bring this matter to the attention of the immediate supervisor. The supervisor will conduct a review of the circumstances **and discuss the circumstances with the employee**. If escort service is **reasonably requested by an employee or** deemed necessary by the Association, the employee will not be required to make the patient visit until escort service is provided. A request for escort service will not be denied before the supervisor and employee make a joint site visit.

8.3.3 Whenever a STARS or equivalent report is filed for safety and/or workplace violence, the employee filing the report or on whose behalf the report was filed, will be contacted with an update on their report no later than thirty (30) days after the report was filed. Once the matter is closed, the employee will be informed of the outcome.

8.3.4 A Kaleida Health Corporate Workforce Safety Specialist, the Administrator of Human Resources, a Chief Steward, and two (2) other representatives, designated by each party shall be part of a joint safety committee. This will not preclude the committee

from agreeing to permit additional Employer and employee representatives to serve on the committee. Meetings will be scheduled monthly and on an as-needed basis, if more frequent meetings are required.

Recommendations and proposals from the committee will be submitted to the Senior Administrative Team for review and implementation of such proposals. **The committee will be provided the opportunity to present their submissions to the Senior Administrative Team upon the committee's request.**

8.3.5 The Employer agrees to form a multi-disciplinary sub-committee to address Workplace Violence and employee safety. The Employer and the Union agree that health care workers are at risk to experience threats, physical assaults, or muggings. In an effort to minimize that risk and increase the well-being of employees the sub-committee will conduct a comprehensive risk assessment using the NIOSH Hazard Review: Occupational Hazards in Home Care as a reference. Once the risk assessment has been completed and reported on, the committee will develop a comprehensive violence prevention program. The safety committee will have the authority to implement the program with the exception that if there are financial, regulatory or organization wide impacts associated with the recommendations. In that case a proposal will be drafted by the committee and presented to the Association's senior administrative team for review and consideration. The senior administrative team will respond to the proposal in writing to the committee indicating its approval or disapproval and the rationale for its decision.

8.3.6 The Union's designated Health and Safety Director or their designee(s) shall receive two hundred and eight (208) hours per year as an Employer paid excused absence for activities related to this position.

8.3.7 At the monthly safety committee meeting, the Association will present reports setting forth safety report summaries to the Union's designated Health and Safety Director, or their designee, and all committee members. These reports, to be reviewed at the meeting, will include detailed summaries of employee/patient or third-party workplace violence reports. These summaries will not include patient and/or employee identifiers or other confidential information.

8.3.8 An Employee who identifies an infestation by bed bugs in a patient's home shall bring the situation to their manager. The manager and/or other designees will work with the employee to resolve the situation including, but not limited to, making arrangements for patient care as needed, providing additional protective equipment, consultation with the patients' physician for continuing care needs and other steps indicated to assure patients' needs and employee safety are met. If the above protocol is followed, any expense related to treatment of self or personal belongings of exposed employees will be fully reimbursed once receipts are provided at the discretion of the employer.

Section 8.4 Preceptor Program

8.4.1 A manager from Staff Development (Preceptor Manager) will be designated and assigned to work on the preceptor program. The preceptor program will be a primary job responsibility of this manager.

8.4.2 The Preceptor Committee, including the Preceptor Manager and a designated Union Representative, preceptors and other managers as designated by the Employer, will have the responsibility to work collaboratively to revise the existing preceptor program. The committee will meet quarterly, and as needed, to review and make recommendations to improve the program.

8.4.3 While the Preceptor Manager shall have ultimate responsibility for the Preceptor Program due consideration will be given to the recommendations of the committee members. The Preceptor Manager will be responsible for decision making regarding the specific terms and implementation of the revised program and will also be responsible for evaluation of the process on an on-going basis.

8.4.4 During the new employee orientation and preceptorship, the classroom instruction curriculum will include clinical skills, assessment skills and re-demonstration of clinical competencies.

8.4.5 All work groups in all geographic service areas will have preceptors identified and trained before they are assigned to precept, to the extent qualified volunteers can be so identified by the Employer.

8.4.6 All new employees will be assigned a preceptor. The assigned preceptor will be from within the new employee's geographic service area, to the extent that identified and trained preceptors within that geographic service area are available.

8.4.7 If an identified and trained preceptor is not available in a geographic service area, a preceptor from another geographic service area will be assigned to that employee.

8.4.8 During the probationary period, preceptees will meet with their preceptor, the Preceptor Manager, Patient Service Manager and a designated Union Representative on a regular basis (no less than biweekly) as determined through the committee process and revision of the program.

Section 8.5 Training Program

8.5.1 The Union and the Employer recognize that a period of training is required for all newly hired employees and employees that transfer into a new position. This program applies to all Clerical, Service and Technical employees.

8.5.2 Individuals assigned to train new or current employees that transfer into a new position or require new or additional training will be designated Trainers. The decision to

develop an employee in the trainer role is one that is mutually agreed upon by the employee and the manager.

8.5.3 Trainers will be paid an hourly premium for all hours they are assigned the job responsibilities of training a new or transferred employee in accordance with Article 5.

Section 8.6 Mentor Program

The Mentor Program will continue to function as a Union/Employer subcommittee. The subcommittee will meet on a monthly basis to continue to develop and strengthen the program.

Section 8.7 **Clinical** Best Practice Committee

8.7.1 The Clinical Best Practice Committee will continue to function and collaborate for the purpose of researching, assembling, and disseminating clinical, evidence-based best practice approaches. The goal is to establish the best standard of practice of care for patients within each profession's respective scope of clinical practice.

8.7.2 The Committee will consist of the Director of Quality or her/his designee, and managers or care provider representatives chosen by the Association and an equal number of representatives or care providers chosen by the Union. Additional employees may be invited by both the Association and the Union to meetings as the agendas dictate.

8.7.3 The Committee will meet monthly or more frequently if required to fulfill its purpose.

ARTICLE 9

EMPLOYER-ISSUED ELECTRONIC DEVICES

9.1.1 Each employee required to have a cell phone during working hours will be provided the option of being issued with an employer-issued cell phone to be used for work purposes only or the annual option of receiving a monthly stipend in the amount of \$35.00 in their normal paychecks. **If an employee's device is malfunctioning and the malfunction is not related to abuse or misuse, the employee will be provided with a fully functional temporary replacement device.**

9.1.2 Employees who elect to receive the monthly stipend will be required to provide the Association with the number of the cell phone the stipend is applied to as well as being required to maintain active cellular service at all times when they are receiving such stipend.

9.1.3 Employees will be required to carry charged and functioning cell phones while on Association business for the purpose of making and receiving phone calls as necessary to conduct business and provide care.

9.1.4 Each employee required to have electronic devices during working hours will be provided with an employer-issued electronic device to be used for work purposes only. They will carry their electronic device while on Association business as necessary to conduct business and provide care.

ARTICLE 10 TIME AND ATTENDANCE

10.1 Time and Attendance

10.1.1 All employees are required to notify their department one (1) hour in advance of their scheduled shift if they are not going to report to work or if they know they will be reporting late.

10.1.2 The following procedure will apply to employees who are absent from work. In applying the penalties set forth below, it is understood that every employee is allowed fifty-six (56) hours of absence, taken in one-half ($\frac{1}{2}$) hour increments with a minimum of two (2) hours per absence, for New York Paid Sick Leave (NY Labor Law Section 196-b) purposes per calendar year without penalty. Any use of these fifty-six (56) hours, taken in one-half hour increments with a minimum of two (2) hours per absence, shall not be counted as an absence for the purpose of moving to any level of discipline below:

- a.) On the first unscheduled absence occurrence in any calendar year beyond the hours permitted in Section 10.1.2 above, an employee will be counseled. No record of this counseling will be placed in the employee's personnel file but may be maintained in the supervisor's anecdotal file.**
- b.) On the next unscheduled absence occurrence in any calendar year, beyond the hours permitted in Section 10.1.2 above, an employee will receive a verbal warning. A copy of said verbal warning, reduced to writing, will be placed in the employee's personnel file and remain there for a six (6) month period from the date of that absence occurrence.**
- c.) Once an employee has received a verbal warning as set forth in paragraph (b) above, the next absence occurrence in the six (6) month period from the date of the last absence beyond the hours permitted in Section 10.1.2 above, will result in receipt of a written warning for excessive absenteeism. A copy of said warning will be placed in the employee's personnel file and remain there for a twelve (12) month period from the date of that absence.

- d.) Once an employee has received a written warning as set forth in paragraph (c) above, the next absence occurrence in the twelve (12) month period from the date of the last absence beyond the hours permitted in Section 10.1.2 above will result in a one (1) day suspension without pay. The day of the call-in will be considered the day of suspension if no PTO hours have been paid.
- e.) Any employee who has received a suspension without pay pursuant to paragraph (d) above and is absent one (1) more time in the next **eighteen (18)** month period beyond the hours permitted in Section 10.1.2 above will be suspended pending administrative review of the employee's complete attendance record. If after the administrative review has been completed, the Employer determines termination is warranted, the employee will be terminated.
- f.) It is further understood that none of the aforementioned steps may be skipped and the failure of a supervisor to take action as set forth will advance the days, which trigger any particular level of action.
- g.) Finally, an employee will be offered union representation (if applicable) at each step of the procedure outlined above.

10.1.3 The following absences shall not be counted as occurrences of absence in applying discipline under this Article:

- a.) pre-approved paid time off
- b.) approved leave of absence
- c.) excused absence with pay for bereavement, jury duty, military service and time off for union business
- d.) other excused absence approved in advance by departmental managers;
- e.) absence caused by a certified work-related illness or injury as defined by the NYS Workers' Compensation Law and Board
- f.) absence for an illness or injury which qualifies for, and for which an employee receives New York State Disability benefits (including statutory waiting period of seven (7) calendar days for receipt of disability benefits)
- g.) absences covered by the Family Medical Leave Act
- h.) any day for which ESB utilization is allowed

- i.) for absences as follows (once New York Paid Sick Leave hours are exhausted):
 - 1.) employee is confined as an inpatient in a hospital
 - 2.) employee has outpatient surgery under anesthesia in hospital surgical suite, free standing surgical center, or in a physician or dental office (excluding routine tooth extractions or dental work); employee may be required to submit documentation in support of this exception
 - 3.) suffers an injury which requires treatment by a physician with a written statement verifying the injury and circumstance
 - 4.) **is banned or absent from working as a result of infection control illness as defined by Employee Health Policy EH 10 – Corporate Employee Health Infection Control and in addition lab confirmed cases of Influenza and COVID-19 which do not qualify for FMLA or Disability.**

10.1.4 Employees who do not report to work and who do not call in to their immediate supervisor to report the absence will be disciplined.

10.1.5 An employee will be considered tardy when she or he arrives for work more than five (5) minutes and up to thirty (30) minutes after the employee's regularly scheduled starting time. The following procedure will be utilized in cases of employee tardiness:

- a.) An employee who is tardy for a period of five (5) minutes or less will not have that instance of tardiness held against her/him for the purpose of moving to any level of discipline procedure outlined below. Employees will not lose pay for a tardiness of seven (7) minutes or less.
- b.) An employee who is tardy more than five (5) times in a three (3) month period will receive a counseling. No record of this counseling will be placed in the employee's personnel file, but may be maintained in the supervisor's anecdotal file.
- c.) Verbal warning will occur if an employee is tardy an additional two (2) times in the next sixty (60) calendar days.
- d.) One (1) additional tardiness in the next sixty (60) days for any employee will result in a written warning being placed in the employee's personnel file.
- e.) An employee who is tardy again in the next sixty (60) days will be suspended for two (2) days without pay.

- f.) Another instance of tardiness in the ninety (90) days following the return of the employee from her or his two (2) day suspension without pay will result in termination.
- g.) It is understood that an employee will be offered union representation (if applicable) at each step of this procedure.
- h.) Finally, none of the steps set forth in this Section 10.1.5 (b) – (e) may be skipped.
- i.) If an employee does not have another instance of tardiness during the time frames set forth above, she/he will go back to step (a) for the purpose of progressive discipline. (i.e., Employee receives a written warning on July 1 and is not tardy again until October 1, the manager must go back to step (a) to determine if discipline should be issued.) Any written record of discipline for tardiness placed in an employee's personnel file will be removed after the appropriate time frames as listed in this Section 10.1.5 (c) - (e) above providing there has been no further action taken against the employee.

ARTICLE 11 BEREAVEMENT LEAVE

11.1.1 All full-time employees who have completed their probationary period will be excused from work with pay up to a maximum of three (3) consecutive scheduled workdays upon the death of the employee's spouse, domestic partner, child, stepchild, brother, **stepbrother, brother-in-law**, sister, **stepsister, sister-in-law**, parents, stepparents, **grandparents**, grandchild, **parents -in-law, parents** of domestic partner, **former legal guardian or foster child**. An employee's immediate supervisor will make every effort to give an employee an additional, consecutive scheduled workdays off immediately following the bereavement days as needed, using PTU **or unpaid time off**, that will not count against Time and Attendance.

11.1.2 All regular part-time and limited benefit part-time employees who have completed their probationary period will be excused from work with pay for two (2) consecutive scheduled workdays upon the death of the employee's spouse, domestic partner, child, stepchild, brother, **stepbrother, brother-in-law**, sister, **stepsister, sister-in-law**, parents, stepparents, **grandparents**, grandchild, **parents-in-law, parents** of domestic partner, **former legal guardian or foster child**. An employee's immediate supervisor will make every effort to give a regular-part time employee an additional, consecutive scheduled workdays off immediately following the bereavement days as needed, using PTU **or unpaid time off**, that will not count against Time and Attendance.

11.1.3 For the death of the employee's spouse, domestic partner, child, stepchild, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, parents, stepparents, grandparents, grandchild, parents-in-law, parents of domestic partner, former legal guardian or foster child, all regular full-time and part-time

employees who have completed probation will be excused from work with pay for five (5) consecutively scheduled workdays (up to a maximum of forty (40) hours, during a seven (7) calendar day period which includes either the funeral or the memorial service, for out-of-town funerals over four hundred (400) miles from the employee's home, providing the employee attends the funeral or memorial service.

11.1.4 Employees who are excused from work for bereavement leave will not be required to make up missed weekend, holiday, on-call or evening shift assignments.

ARTICLE 12 JURY DUTY

12.1.1 In the event an employee is required (and has not volunteered) to serve on jury duty, including Grand Jury service, the Association, for a period not to exceed four (4) weeks, or for the duration of a trial which has commenced during the four (4) week period, will compensate the employee for the difference between her/his regular normal earnings and her/his jury fees. After four (4) weeks service, the employee's jury duty leave shall be without pay.

12.1.2 Promptly upon receipt by the employee of a notice or summons for jury duty, the same shall be submitted to the employee's immediate supervisor.

12.1.3 An employee on jury duty shall give prompt notification to her/his immediate supervisor of days when it is anticipated that court will not be in session. In addition, the employee shall report for work during all the employee's normal work schedule when she/he is not required to be in court.

12.1.4 Each employee shall be granted only one (1) period of paid leave for jury duty (as provided in this Article) in each calendar year.

ARTICLE 13 LEAVES OF ABSENCE

13.1.1 Permanent full-time and regular part-time employees shall be eligible for unpaid leaves of absence after twelve (12) months of continuous service with the Association.

13.1.2 Employees may be granted up to a six (6) month leave of absence without pay. The leave may be renewed once for a period of up to six (6) months. No leave, however, shall exceed more than one (1) year. No benefits, leaves, or other entitlement otherwise provided by this Agreement shall be paid, earned, or accrued during the period of the leave of absence unless the leave is an approved Family and Medical Leave and as outlined in Section 13.1.4 below.

13.1.3 Reasons for a leave of absence:

- a.) for educational purposes as well as other reasonable purposes
- b.) if absent due to a disability-covered illness or injury for more than fifty-four (54) consecutive weeks
- c.) if absent due to Employer-connected illness or injury covered by Workers' Compensation for more than seventy-eight (78) consecutive weeks

13.1.4 Emergency leaves of absence will be granted upon request in these circumstances:

- a.) to pregnant employees where there is a potential threat to the employee's pregnancy;
- b.) serious illness or injury of an immediate family member or dependent; or
- c.) a death in the immediate family.

13.1.5 Any request for a leave shall be submitted in advance, in writing, by the employee to the immediate supervisor and to the Administrator of Human Resources, or designee. The request shall indicate the starting date of the leave of absence, the length of time being requested, and the reason therefore. Employees will not be granted a leave of absence for the purpose of working for another employer.

13.1.6 Authorization for a leave of absence shall be furnished to the employee in writing by the Administrator of Human Resources, or designee.

13.1.7 Any request for a leave of absence shall be answered within five (5) working days.

13.1.8 Employees shall contact the Administrator of Human Resources, or designee no less than sixty (60) days, and then again no less than thirty (30) days prior to the expiration of their leave of absence, or any extension thereof, to discuss their plans and intentions for returning to work. The Administrator of Human Resources, or designee, will acknowledge in writing receipt of such contact within ten (10) working days.

13.1.9 The Association shall make a reasonable effort to return employees to the position they held at the time the leave of absence was approved.

13.1.10 Approval by the Association of requests for leaves of absence will be subject to the needs of the Association. Approval will not be unreasonably denied.

13.1.11 Family and Medical Leave Act (FMLA)

- a.) An unpaid personal leave of up to twelve (12) weeks during any twelve (12) month period related to a family medical necessity, for employees covered by this Agreement, will be granted under the provisions of the Family and Medical Leave Act of 1993 and this collective bargaining agreement. Family medical necessity will be defined as:

- 1.) For a birth, or placement of a child with the employee for adoption or foster care and to care for such new child.
- 2.) In order to provide care for a son, daughter, spouse, parent, or domestic partner who has been diagnosed with a serious health condition.
- 3.) For a leave for the employee's own "serious health condition," if the condition makes the employee unable to perform the daily functions of her/his position.

If an employee's spouse is also an employee, each may take twelve (12) weeks of leave as provided herein.

b.) Leaves of absence will be granted under the provisions of the Family and Medical Leave Act of 1993 under the same terms and mechanisms outlined in Sections 13.1.1 and 13.1.2 or after the employee has reached 1,040 hours of service, inclusive of all paid time off, and union representation time, paid or unpaid, during the twelve (12) month period preceding the leave. The form to be utilized in applying for all leaves should be obtained from Human Resources.

c.) The following definitions shall be applicable:

- 1.) Son or daughter – a biological, adopted or foster child, step child, legal ward or child of a person standing in "loco parentis." Dependent – a person who the employee will claim as a dependent on their federal income tax for the year in which the leave is taken.
- 2.) Serious health condition – an illness, injury, impairment or physical or mental condition involving either:
 - (a) Inpatient care involving at least an overnight stay in a hospital, hospice or residential medical care facility. FMLA leave based on this portion of the definition also extends to any period of "incapacity" (defined as inability to work due to the serious health condition or recovery from that condition), and any subsequent treatment (including examinations to determine the existence of a serious health condition), in connection with the inpatient care. OR
 - (b) Continuing treatment by a health care provider. FMLA leave based on this portion of the definition is available in any one or more of the circumstances described in A-E below:
 - (A) A period of incapacity of more than three (3) consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:

- (i) treatment two or three times by a health care provider (or by others, under the supervision of or on orders of or referral by a health care provider), or
 - (ii) treatment by a health care provider on at least one occasion that results in a regiment of continuing treatment (e.g., a course of prescription medication or therapy requiring special equipment) under the supervision of the health care provider.
 - (B) Any period of incapacity due to pregnancy, or for prenatal care.
 - (C) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, which is defined as one that:
 - (i) requires periodic visits to a health care provider;
 - (ii) continues over an extended period of time; and
 - (iii) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 - (D) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member, dependent or domestic partner must be under the continuing supervision or, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimers, severe stroke, or the terminal stages of a disease).
 - (E) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or under orders of, or on referral by, a health care provider), either for restorative surgery after an accident or injury, or for a condition that if left untreated would likely result in a period of incapacity of more than three (3) consecutive calendar days, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).
- d.) An eligible health care provider could be a doctor of medicine, an osteopathic doctor, a podiatrist, a dentist, a clinical psychologist, an optometrist, a chiropractor (for certain conditions), a nurse practitioner or nurse midwife, or certain Christian Scientist practitioners.

- e.) An employee may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or work week, as provided for by the FMLA. Prior approval, as per the FMLA, will be required. An approved request for intermittent FMLA leave is active for a maximum of one (1) year and must be reapproved after one (1) year if intermittent leave is still needed. The employee may periodically be required to provide re-certification of the need for intermittent FMLA leave, but not greater than once in a thirty (30) day period. The Employer will require medical certification of a serious health condition from the employee's physician. Once the leave is certified, Corporate Benefits shall have the sole responsibility for requiring re-certification. Failure to provide medical certification when required may result in denial of the leave.
- f.) A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave is used to determine the "twelve (12) month period" in which the twelve (12) weeks of leave entitlement occurs.
- g.) Eligibility for leave based upon the birth or adoption of a child expires at the end of the twelve (12) month period beginning on the date of birth or placement.
- h.) In cases where the leave is foreseeable, the employee must provide the Employer with at least thirty (30) days' advance notice of the leave. If the leave must begin in less than thirty (30) days, the employee should notify the Employer at the earliest time possible. If an employee fails to provide thirty (30) days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the day notice is provided.
- i.) Employees on a leave of absence granted under the provisions of the Family and Medical Leave Act of 1993 for illness of a family member will be entitled to medical and dental insurance coverage for a period of twelve (12) weeks if such employees are currently participating in the medical and dental plans. The twelve (12) week period of jointly paid health insurance, will include any period of disability for which the Employer has paid its share of the health insurance premiums.
- j.) Any employee on a leave of absence granted under the provisions of the Family and Medical Leave Act of 1993 for a period not to exceed twelve (12) weeks will be returned to her/his job at the end of the leave. If the leave exceeds twelve (12) weeks, she/he will be returned to a position of equal rank and status.
- k.) The time period for any period of absence which can be covered by FMLA, including NYS Disability or Workers' Compensation shall include and run concurrent with the time period for any leave required by the Family and Medical Leave Act.

I.) Care for Relative in the Armed Forces

A qualifying employee (reached 1,040 hours of service, inclusive of all paid time off and union representation time, paid or unpaid, during the twelve (12) month period preceding the leave) will be permitted to take up to twenty-six (26) work weeks of unpaid leave during a twelve (12) month period to care for a spouse, child, parent, domestic partner, dependent or next of kin in the Armed Forces (including the reserves and National Guard) who is undergoing medical treatment, recuperation, therapy, is otherwise in an outpatient status, or is otherwise on temporary disability retired list, for a serious injury or illness. The injury or illness must have occurred on active duty and may render the service member medically unfit to perform the duties of the service member's office, grade, or rating.

13.1.12 No employee shall be required to substitute accrued paid time off toward the aggregate of the leave but may substitute accrued paid time off to the leave if they so desire. The exception to this rule is in the case of an employee taking intermittent FMLA. In that instance, all time absent from work must be covered by accumulated PTO, if available.

13.1.13 Child care leave shall be granted in accordance with the Family and Medical Leave Act (FMLA) and applicable regulations. Disputes arising with respect to said leave shall be resolved through the grievance and arbitration procedure of this Agreement which shall be the exclusive remedy for said dispute.

ARTICLE 14 MILITARY LEAVE

14.1.1 Leaves of absence shall be granted to all employees entering active duty of the Armed Forces of the United States and those who are absent for the purpose of performing training duty or emergency service in the Armed Forces. Re-employment rights shall be in accordance with the requirements of the Uniformed Services Employment and Re-Employment Act of 1994, as amended from time to time, and/or regulations issued thereunder.

14.1.2 Any employee who is engaged in military service, who enlists or is called to duty should notify their manager or supervisor two (2) weeks prior to the leave effective date, or as soon as notified of upcoming service. Military orders must be provided to management to verify the need for a military leave of absence. The employee will be placed on a leave of absence to cover the time away in service, provided the total leave of absence does not exceed a five (5) year period from the effective beginning date of the leave.

14.1.3 Eligible service includes voluntary or involuntary service in one of the military branches of the armed forces of the United States, including:

- a.) active duty;
- b.) active duty for training;
- c.) initial active duty for training;
- d.) inactive duty for training purposes; and
- e.) full-time National Guard duty.

Branches of the military service include:

- a.) Army, Navy, Marine Corps, Air Force, Coast Guard
- b.) Reserve service in Army, Navy, Marine Corps, Air Force or Coast Guard
- c.) Army National Guard or Air National Guard
- d.) The Commissioned Corps of the Public Health Service
- e.) Any other designation issued by the President in time of national emergency or war

14.1.4 An employee ordered to annual active duty training with the National Guard or Reserve for two (2) weeks or more and who loses time from work as a result will be paid the difference between their regular basic rate of pay and their lower military training pay for up to thirty (30) days in a calendar year. The employee on military leave will be required to submit to Human Resources a statement of military earnings to receive reimbursement for the differential. Reimbursement will be paid by the payroll department in the employee's regular bi-weekly pay within two pay periods following submission of the military earnings statement. Per Diems are not eligible for the differential payment. Absence from work for inactive duty or for examinations to determine fitness for duty will not be eligible for the military differential. An employee who elects to use paid time off during the leave will not receive a military differential.

Part-time employees will be eligible for the military differential based on their regularly scheduled bi-weekly hours.

14.1.5 Regular employees entering active duty in the Armed Forces of the United States will be given the paid time off to which they are entitled under the terms of this contract. If such employees do not elect to take their paid time off before leaving, they will be paid an allowance in cash equal to and in lieu of any paid time off which is due.

14.1.6 Employees who enter the service receive military health care benefits automatically, and can enroll their dependents in separate health insurance plans for dependents (CHAMPUS) if they are called to serve for at least thirty-one (31) days. However, they also may want to continue their health insurance coverage. Employees on military leave and their dependents can receive continuation coverage in their health insurance plan for up to eighteen (18) months under COBRA. If the employee elects to cease medical coverage, the coverage will be reinstated when the employee returns to work. However, if the employee's period of military service is thirty-one (31) days or

less, the employee would be entitled to continue their medical coverage under the same cost sharing arrangement as prior to the leave. Employees should contact Human Resources to make the necessary arrangements.

14.1.7 For computation of pension benefits for a service member returning to her/his employment after a period of military service; compensation for the period of military leave is defined as compensation computed at a rate which the employee would have been earning if the employee had not taken a leave.

ARTICLE 15 TRANSITIONAL DUTY PROGRAM

15.1.1 A transitional return to work program has been established and shall be available for those employees who become physically unable to perform the full scope of their current job for a specified amount of time due to illness or injury that results in an approved NYSDBL or Workers' Compensation claim.

15.1.2 When an employee who is currently inactive in a disability or Workers' Compensation status is deemed able to return to work with restrictions by the employee's private medical doctor, or when an employee is physically unable to perform the full scope her/his job for a limited duration, the Integrated Absence Department shall coordinate transitional duty assignments as follows:

- a.) Based on the medical documentation provided or medical documentation obtained by the Integrated Absence Specialist, the Employer may request a return-to-work physical or Fit for Duty Exam (FFDE).
- b.) When required, the Employee Health Service provider will perform the return-to-work physical, within five (5) calendar days of such request to determine the appropriateness for placement of the employee into transitional duty or full duty.
- c.) An employee's return to work will be coordinated by the Employer (Integrated Absence Specialist) and the employee's attending physician to establish restrictions or diminished work capabilities as part of the employee's return to work. The Integrated Absence Specialist will be provided with the information needed to arrange for a return to work, including the employee's work restrictions and the duration of the restrictions. The procedure in Section 15.1.5 will be used in the event of a dispute between the Employer and the employee's physician.
- d.) The initial assignment of transitional duty will be for a period not to exceed six (6) weeks and renewable for a second period not to exceed six (6) weeks. If an employee's restrictions require an extension of these time frames, such extension must be accompanied by appropriate medical documentation from

a physician indicating the restriction as well as the projected full duty return-to-work date. The Union will be advised of any such extension. The maximum duration of the transitional duty assignment will not exceed six (6) months.

- e.) Assignment to a transitional duty position will be at the employee's current base rate of pay and category of employment and shift (days or evenings, if available), in a corporate priority project, site priority project, in the employee's home department, or in other departments at the employee's site or in the field at reduced hours, as determined by the Corporate Integrated Absence Specialist.
- f.) It is understood that an employee's restriction may require that she/he work less hours than the normal category of employment requirements. In that instance, the category of employment requirements will be waived. If an employee works in a transitional duty capacity and disability or Workers' Compensation payments are reduced or eliminated, the employee will be entitled to banked time from her/his Extended Sick Bank to ensure a full pay check.
- g.) The Employer shall provide a minimum of three (3) calendar days' notice to the employee of the requirement to return to work.
- h.) If an employee is a candidate for transitional duty and the work assignment is made suitable to her/his physical condition, skill and qualification, that employee must report to work in that position. If the assignment is at another site, reporting to work at that site is optional. The Integrated Absence Specialist must be advised if the employee opts not to report to a site other than her/his own.
- i.) Regardless of the work assignment all benefits and provisions of the employee's collective bargaining agreement will apply.

15.1.3 An employee on transitional duty will not be used to cover a vacant position unless the employee is released to perform all of the assigned duties of that position. Employees in transitional duty assignments pursuant to the provisions of this Article shall not be counted or considered in staffing unless the transitional duty employee is able to perform the full scope of the work. The Employer must continue to try to recruit for the vacant position in which the transitional duty employee is working.

15.1.4 The Employer will maintain a record of restricted duty assignments. The record will be reviewed four (4) times each year as an agenda item on the Staffing Committee agenda. Recommendations to improve and/or modify the program will be made by the committee.

15.1.5 If there is a disagreement between the employee's attending physician and the Employer in regard to ability to return to work under a transitional duty assignment the parties agree to the selection of an independent third-party review that will be considered a final and binding medical determination as to the employee's ability to return to work under the provisions of this Article.

This third-party medical review will be performed at the expense of the Employer and shall be conducted as a fitness for duty and/or functional capacity medical exam by a medical provider mutually selected by the employee's physician and the Employee Health Department or its representatives as soon as possible, but no longer than thirty (30) days from the date the disagreement was identified.

In the event the employee is determined by the independent third party to be able to return to work under the provisions of this Article and the employee fails to do so, the employee shall be considered to have broken seniority pursuant to the provisions of Article 1 of this Agreement.

15.1.6 On a monthly basis, the Employer will provide the union with a list of employees on transitional duty, and include names and job titles. Additionally, the list will include the date each employee started transitional duty, location, date of hire and Corporate Seniority Date.

ARTICLE 16 WORKERS' COMPENSATION

16.1 Any employee who sustains an injury or illness arising out of or in the course of employment is entitled to the benefits outlined in the New York State Workers' Compensation Law (NYSWCL) and this Agreement.

16.2 The procedure to follow after a workplace injury or illness occurs includes the following:

- a.) An employee must be under the care of a health care provider who certifies that the employee is unable to work due to an injury or illness that did arise out of or in the course of employment. The employee will be required to report to the Corporate Employee Health office for an evaluation as soon as practical with a target of three (3) business days from the occurrence leading to the work-related injury/illness.
- b.) The employee must notify her/his manager of the workplace injury/illness as soon as possible, but no later than thirty (30) days as per NYWCL. The supervisor on duty will be responsible to complete the supervisor's investigative report along with the employee via STARS web application or an incident report when STARS is not available. The employee will be provided with a copy of the STARS report at that time.

- c.) The employee must notify her/his manager as soon as possible if her/his injury is disabling and she/he is unable to work. The manager will report the claim to the Employer's claim administrator within forty-eight (48) hours from when the claim is reported. The employee will be sent a Workers' Compensation claim package.
- d.) When an employee is required to report to the Corporate Employee Health office or for an independent medical exam, the cost of transportation will be reimbursed on the basis of the mileage involved and the rate of reimbursement currently in existence.
- e.) The Workers' Compensation claims administrator will keep the employee updated on the claim status and any need for further medical documentation in a timely manner.

16.3 During the period of Workers' Compensation, the employee's wages will come from two (2) sources:

- a.) the employee will receive statutory payments which currently are equal to two-thirds (2/3) of her/his average weekly wage up to the maximum benefit allowed by law, per week; and
- b.) From Kaleida Health as outlined in Section 16.4, below.

16.4 If the Employer or its third-party administrator denies an employee's Workers' Compensation claim, the claim will automatically be converted to a disability claim while the case is being decided and the employee will be paid disability payments.

16.5 In the case that the compensable injury or illness results in a Workers' Compensation disability of more than fourteen (14) days, Workers' Compensation shall be paid from the first full day of lost time from work. In the case that the compensable injury or illness does not result in more than fourteen (14) days of lost time, there is a seven (7) day waiting period, including weekends, during which no Workers' Compensation benefits will be paid. Employees are entitled to use Extended Sick Bank (ESB) or Paid Time Off (PTO) during the waiting period. Workers' compensation benefit rights begin on the eighth (8th) day of Workers' Compensation disability. If the employee used PTO for a waiting period and the case becomes a Workers' Compensation case, the hours will be taken from the ESB and the PTO will be transferred back to the PTO bank. PTO or ESB may be used to supplement workers' compensation payments up to the employee's regular budgeted weekly pay.

16.6 Workers' Compensation payments will be taxed in accordance with existing law.

16.7 If an employee's Workers' Compensation disability satisfies the requirements of both the Family and Medical Leave Act (FMLA) and NYSWCL, the time spent on Workers' Compensation will count toward the employee's twelve (12) weeks of annual

leave under the FMLA. Employees' contractual rights under the FMLA are outlined in Article 13, Leaves of Absence.

16.8 An Extended Sick Bank (ESB) will be established and long-term sick time accrued as per the Paid Time Off article. Time in the ESB is intended to provide supplemental income to employees who qualify for benefits as outlined in Section 16.3 of this Article.

- a.) ESB payments will be processed for disabled employees on a weekly basis.
- b.) The Employer will pay the difference between the employee's regular basic rate of pay including shift differential and the actual amount paid to the employee under the NYSWCL, up to the limit of the employee's ESB.
- c.) Long-term sick leave accumulation is reduced from the ESB as follows:
 - 1.) after Workers' Compensation payments begin, employees may use ESB hours to supplement benefits up to the amount of their regular weekly pay; or
 - 2.) for use during periods of Workers' Compensation resulting in an absence of less than seven (7) days.

If an employee depletes her/his ESB during an approved period of disability, the employee will be entitled to use any available hours in her/his paid time off bank to supplement workers' compensation benefits up to the amount of her/his regular weekly benefits.

16.9 While the employee is on Workers' Compensation, the Employer will continue to contribute the Employer's share toward the employee's benefits outlined in this Agreement for a period of fifty-two (52) cumulative weeks per claim. The cumulative look-back period will not exceed one hundred and four (104) weeks per claim. Employees are responsible for paying the employee portion of these benefits. As long as an employee is receiving payments from the ESB or PTO bank, the employee's share of benefit premiums will be deducted from those payments. After ESB and PTO payments cease, the employee will be required to submit payments each pay period. The employee will continue to be classified as disabled as long as the disability continues to be certified by the Workers' Compensation Board up to the seventy-eight (78) cumulative week limit per claim. If an employee is still disabled after the seventy-eight (78) week period expires, the employee may apply for one (1) leave of absence for a period not to exceed six (6) months. During a personal leave of absence for the employee's disability, the employee may use ESB up to the employee's regular weekly pay. The Employer will continue to contribute to the basic life insurance coverage only and employees must pay the full cost of any other benefits they wish to continue during the personal leave of absence.

16.10 An employee who is cleared to return to work by her or his provider will follow the procedure outlined below:

- a.) An employee must produce certification from a health care provider that the employee is able to return to work and resume the full responsibility of her/his position. The certification must be submitted to the Employer's Workers' Compensation disability claims administrator.
- b.) The employee may be required to pass a fit-for-duty examination by the Employer's Employee Health Department prior to being authorized to return to work. Such fit-for-duty examination will be scheduled and completed within three (3) business days of the provided medical certification allowing the employee to return to work.
- c.) If the employee has any restrictions that make her/him unable to perform her/his regular duties or her/his regular hours of work, the employee's manager will be notified and the manager will review the employee's return to work in conjunction with Article 15, Transitional Duty Program, with the Americans with Disabilities Act (ADA), or the Family and Medical Leave Act (FMLA).
- d.) If there is no work on the employee's unit/department, the Employer will keep a current list of restricted duty jobs that are available throughout the system. It is understood that the injured employee will not be replacing another bargaining unit member.
- e.) If the employee does not or is unable to return to work after her/his work-related injury/illness or apply for an unpaid leave of absence by the date the employee's health provider releases the employee to return to active work status, or by the end of the seventy-eighth (78th) consecutive week of a period of absence for a work-related injury/illness, the employee will be considered to have resigned from active employment consistent with Section 1.9.
- f.) If an employee is classified for restricted duty and no work is available at Kaleida Health she/he may work outside Kaleida Health, within the limits of the restrictions noted, and, if so, may not be terminated.
- g.) If there is a disagreement between the employee's attending physician and the Employee Health Department and / or an Independent Medical Examiner, in regard to ability to return to work under a transitional duty assignment the parties agree to the selection of an independent third party review that will be considered a final and binding medical determination as to the employees ability to return to work under the provisions of this Article.

This third-party medical review will be performed at the expense of the Employer and shall be conducted as a fitness for duty and / or functional

capacity medical exam by a medical provider mutually selected by the employee's physician and the Employee Health Department or its' representatives as soon as possible, but not longer than thirty (30) days from the date the disagreement was identified.

In the event the employee is determined by the independent third party to be able to return to work under the provisions of this Article and the employee fails to do so, the employee shall be considered to have broken seniority pursuant to the provisions of Article 1 of this Agreement.

When an employee is certified by her/his provider to return to work at full capacity, she/he will be returned to the position she/he held prior to the workplace injury/illness.

ARTICLE 17 UNIFORMS

17.1 The Employer will provide uniforms to Warehouse Technicians and Drivers upon hire and thereafter, annually, on or about each employee's anniversary date.

17.2 Full-time Warehouse Technicians and Drivers will be issued five (5) pants and five (5) shirts. Part-time Warehouse Technicians and Drivers will be issued three (3) pants and three (3) shirts.

17.3 Drivers will be allowed to wear tan-colored, flat front chino shorts selected by the Association with input from the Drivers as part of their uniform from Memorial Day to Labor Day each year. Drivers are responsible for purchasing their own shorts if they choose to wear them as part of their uniform.

17.4 Full-time Warehouse Technicians and Drivers will be reimbursed up to One Hundred and Fifty Dollars (\$150) for the purchase of safety work boots or shoes on an annual basis. Employees will be required to wear these safety boots or shoes at work.

17.5 For the safety of employees the Association will provide all full-time and part-time Warehouse Technicians and Drivers the following:

- a) One new pair of work gloves quarterly;
- b) When the jackets currently provided to employees are in need of replacement, the Association agreed to provide a new style of reflective safety jacket;
- c) One time issuance of one (1) pair of ice cleats and one (1) pair of leg gaiters to full-time and part-time drivers upon their request, and will replace upon return of old equipment.

ARTICLE 18 FORMS

Section 18.1 Forms

18.1.1 Staffing Committee Assignment Report (**Use of electronic form located on KaleidaScope preferred by Association and Union.**)

18.1.2 Statement of Occurrence

18.1.3 Grievance Report Form

18.1.4 Request for Continuing Education Funding

18.1.5 PTO Request Form

18.1.6 Holiday Sign-Up Form

Staffing Committee Assignment Report

Employee Name: _____ Team: _____

Shift at time of assignment: _____ Geographic Location: _____

Assignment concern: Work Load Issue _____ Safety Issue _____ Other _____
(Explain) _____

Date occurred: _____ Date/Name of manager notified: _____

Dated faxed to HR (716-630-8674):

Date filed to Staffing Committee: _____ Filed by: _____

Received by: _____

Staff Report Details: Date Reported: _____

Explanation of concerns: _____

Signature: _____

Manager Report Details: Date Reported: _____

Explanation of Response: _____

Signature: _____

Committee Review: Date of Review: _____

Findings: _____

Plan of Action: _____

**Communications Workers of America
Local 1122
3775 Genesee Street
Buffalo, New York 14225
(716) 633-2211 – Fax (716) 633-9641**

GRIEVANCE REPORT

Grievance # _____
File # _____

1. Date of Incident: _____ Location: _____ Dept: _____
2. Name of Grievant(s): _____ Job Title: _____
3. Rate of pay: _____ NCSD: _____ Home Tel: _____ Work Tel: _____
4. What happened: _____

5. What section of contract applies: _____
6. What settlement is expected: _____
7. Similar grievance settlement (cite case number): _____
8. Name & title of management person notified: _____ Date: _____
9. Date of first step meeting: _____ Union Rep: _____
Date of Answer: _____ Company Rep: _____
10. Company Position: _____

11. Date Appealed to 2nd Step: _____
Date of 2nd Step Meeting: _____ Union Rep: _____
Date of Answer: _____ Company Rep: _____
12. Company Position: _____
13. Date Appealed to 3rd Step: _____
14. Date of 3rd Step Meeting: _____ Union Rep: _____
Date of Answer: _____ Company Rep: _____

Company Position: _____
15. Final Disposition: _____
(use reverse side for additional information)

VISITING NURSING ASSOCIATION OF WNY, INC.

REQUEST FOR CONTINUING EDUCATION FUNDING (for Union employees only)

Name: _____ Date Submitted: _____

Work Site: _____ Job Title: _____

Work Telephone #: _____ Department Location: _____

Title of Course: _____

Date(s) of Course: _____ Cost of Course: _____

Location of Course: _____

Will this course allow you to improve upon your treatment skills, increase your level of productivity or bring new patient volume to VNA? Please explain. _____

How will we be able to measure your achievement of the outcomes stated above? _____

How will you share the information from this course with your colleagues? _____

-----SUBMIT REQUEST FORM TO HUMAN RESOURCES-----

Manager Comments/Recommendations:

Manager Signature: _____ Date: _____

Human Resources Signature: _____ Date: _____

Documents Required for Reimbursement:

- 1.) Proof of Completion (e.g., certificate), passing grade, as applicable; and Proof of payment of tuition and fees; as applicable.

VISITING NURSING ASSOCIATION OF WNY, INC.

PTO REQUEST FORM

EMPLOYEE NUMBER _____ DATE SUBMITTED _____

EMPLOYEE NAME _____

DATE(S) FROM _____ THROUGH _____ #OF DAYS/HOURS _____

- 781 – SCHEDULED PTO
- 109 – CONTINUING EDUCATION
- FMLA
- PFL (Paid Family Leave)
- NY Paid Sick Leave
- OTHER _____

_____ Approved

_____ Denied

Employee Signature

Signature/Supervisor

Date

It is the employee's responsibility to be sure they have available PTO to cover approved time off.

VISITING NURSING ASSOCIATION OF WNY, INC.

HOLIDAY SIGN-UP FORM

Name: _____

Date:

DOH: _____

Directions: Choose in order of preference the holidays you are ***Requesting to Work***, from **most desirable (1)** to **least desirable (5)**.

Memorial Day _____

Independence Day _____

Labor Day _____

Thanksgiving Day _____

New Year's Day _____

Holiday preferences are based on seniority.

PLEASE COMPLETE FORM AND RETURN TO YOUR MANAGER BY

ARTICLE 19 INCLEMENT WEATHER

During these negotiations the parties discussed the weather-related challenges living, working and operating a health care business in Western New York presents to the employer and employees and how this relates to Kaleida Health policy HR 11 “Emergencies and Inclement Weather.” The parties further discussed that as a provider of Health Care to our Western New York communities some of the bargaining unit positions are considered essential. Employees who hold essential positions are defined in Kaleida Health Policy: HR 11 as having an impact on the delivery of patient care.

The parties agree that all bargaining unit members are expected to make their best efforts in reporting to work in periods of inclement weather conditions. If in the event a weather related emergency has been declared by a competent governmental authority, or its policy agency, and such declaration, such as official road closures, driving bans or closing of a municipality, or cessation of public transportation directly prevents a bargaining unit employee from reporting to work, in accordance with Kaleida Health Policy: HR 11, such employee will be able to utilize benefit time, if applicable, for paid time off, or take an **unpaid** excused absence day providing proper notification has been provided to management. **Those employees unable to report may be given the opportunity to work remotely, depending on Association operational needs. If remote work is not available to an employee who is unable to report, they may be given the opportunity to make up the missed time, or a portion thereof, within the same workweek, depending on Association operational needs. The missed time made up will be paid as straight time and not subject to premium pay.**

Bargaining unit members who, as a required component of their job, drive from place to place to provide care to patients, and make deliveries to patients, will not be required by management to drive in areas where a weather-related emergency has been declared by a competent governmental authority involving official road closures, bans on all driving or closure of a municipality. In cases where such an emergency has been declared bargaining unit employees are expected to utilize their best judgment, operate vehicles in a lawful and safe manner and comply with all lawful road closures and driving bans.

If in the event a bargaining unit employee becomes stranded and is unable to either return to workplace or home and incurs reasonable out of pocket expenses directly related to a weather emergency as defined herein, they will be reimbursed by the Employer for such reasonable expenses with proper receipts timely submitted.

In the unlikely event a decision is made to close operations, the decision will be made in accordance with Kaleida Health Policy: HR 11 and will be communicated to employees in accordance with this policy.

**ARTICLE 20
HYBRID REMOTE WORK**

20.1 The Association is committed to continuing to implement and further develop and expand a hybrid remote work model to the extent the model ensures high quality performance and does not compromise operational efficiency in its purposes to accommodate employees and fulfill Association needs. In this regard, the Association will permit eligible, non-probationary employees to work from home at least two (2) days per workweek to the extent it determines doing so does not compromise quality of service, operational efficiency, and Association needs can be met.

20.2 Any hybrid remote work schedule permitted by the Association may be revoked or modified at any time. Reasons for revocation or modification include, but are not limited to, Association needs or because of employee performance issues.

20.3 Within seven (7) calendar days of a Union request, the Association will meet with the Union to discuss and/or provide the Union with a written explanation for revocation or modification of an employee's hybrid schedule.

20.4 It is understood that on any day that an employee is scheduled to work from home, that employee may need to be rescheduled to work in the branch office based on Association needs. In that case, the employee or manager, whomever initiated the schedule change, will give the employee or manager notice no later than the end of the affected employee's shift the day before, and may be provided with the option to select another day, that week, to work from home, dependent on Association needs.

20.5 When working from home, employees understand that they must be as available to perform their duties as when they are working at their branch office site. Employees must follow all call-in procedures for any periods of time using PTU, FMLA, PFL, etc. Employees must be able to fulfill their full assignment and duties when working from home.

20.6 Employees understand that they must ensure that they are performing work from home in an appropriate location that safeguards patient privacy and data, including continuous adherence to all policies and practices related thereto. Further, employees understand that they must supply their own compatible equipment to perform all aspects of their jobs. This may include, but is not limited to, appropriate internet connection, dual monitors, keyboards, and laptops.

**ARTICLE 21
DURATION**

This Agreement shall become effective on April 1, **2024** and shall continue in full force and effect through March 31, **2027**. Thereafter, this Agreement continues for successive periods of twelve (12) months each, unless either party gives ninety (90) days' notice in writing to the other party prior to the expiration date of its desire to terminate, amend or modify this Agreement.

Each provision of this Agreement has the same beginning date and ending date as the term of this Agreement, unless the provision indicates otherwise.

FOR UNION

Melissa Allen
Bargaining Committee Member

Tom Antonio, President
Local CWA 1122

Megan Bush
Bargaining Committee Member

Bill Choinski
Bargaining Committee Member

Sandy Duncanson
Bargaining Committee Member

Debora Hayes
CWA District 1 Area Director

FOR ASSOCIATION

Amy Black, Director of Branch
Operations, HC
Visiting Nursing Association of WNY

Paul Coleman, Senior Director of
Human Resources
Visiting Nursing Association of WNY

Meagan Fisher, Director of Finance
Visiting Nursing Association of WNY

Susan McClaren, Esq.
Chief Negotiator

Sarah Sweeney
Senior Director of Clinical Operations
Visiting Nursing Association of WNY

Margaret Weissend, Director of
Clinical Operations
Visiting Nursing Association of WNY

Rachel Lewandowski
Bargaining Committee Member

Jean Nelson
Bargaining Committee Member

Melissa Ray
Bargaining Committee Member

Sonja Robinson
Bargaining Committee Member

Sammie Schopf
Chief Negotiator

Mary Velzy
Bargaining Committee Member

Kelly Wlodarczyk
Bargaining Committee Member

APPENDIX A

Group 1 - Clerical Job Classifications: Switchboard Operator Data Entry Clerk Health Information Associate Staffing Clerk		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	18.88	39,267.07	19.80	41,179.62	20.65	42,950.61
	2	19.52	40,601.81	20.46	42,561.07	21.33	44,373.50
	3	20.21	42,044.18	21.18	44,053.93	22.07	45,911.15
	4	20.91	43,486.56	21.90	45,546.79	22.81	47,448.79
	5	21.59	44,907.41	22.60	47,017.37	23.54	48,963.49
	6	22.36	46,500.48	23.40	48,666.20	24.36	50,661.78
	7	23.10	48,050.50	24.17	50,270.46	25.15	52,314.18
	8	23.87	49,643.57	24.96	51,919.29	25.97	54,012.47
	9	24.74	51,451.92	25.86	53,790.94	26.89	55,940.27
	10	25.56	53,174.16	26.72	55,573.46	27.78	57,776.26
	11	26.04	54,165.13	27.21	56,599.11	28.28	58,832.69

Group 2 - Clerical Job Classifications: Clinical Support Specialist Insurance Specialist Accounts Receivable Specialist Purchasing/Supply Clerk Secretary Customer Service Rep Home Health Clerk Managed Care Unit Clerk Special Project Clerk Telehealth Clerk		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	20.51	42,668.50	21.49	44,700.09	22.39	46,576.70
	2	21.26	44,218.51	22.26	46,304.36	23.19	48,229.09
	3	21.95	45,660.89	22.98	47,797.22	23.93	49,766.74
	4	22.71	47,232.43	23.76	49,423.77	24.73	51,442.08
	5	23.49	48,868.56	24.58	51,117.16	25.57	53,186.27
	6	24.32	50,590.80	25.43	52,899.68	26.45	55,022.27
	7	25.12	52,248.46	26.26	54,615.35	27.30	56,789.41
	8	25.98	54,035.28	27.15	56,464.71	28.22	58,694.26
	9	26.88	55,908.22	28.08	58,403.20	29.18	60,690.90
	10	27.79	57,802.68	29.02	60,363.97	30.15	62,710.49
	11	28.23	58,727.85	29.48	61,321.53	30.62	63,696.77

Group 3 - Clerical Job Classifications: Comp System Specialist Maintenance Worker		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	22.13	46,026.86	23.16	48,176.00	24.11	50,156.88
	2	22.88	47,598.41	23.94	49,802.55	24.92	51,832.23
	3	23.65	49,191.48	24.74	51,451.38	25.74	53,530.52
	4	24.45	50,849.14	25.56	53,167.06	26.59	55,297.67
	5	25.32	52,657.49	26.46	55,038.70	27.51	57,225.46
	6	26.15	54,401.26	27.33	56,843.50	28.41	59,084.40
	7	27.05	56,274.19	28.26	58,781.99	29.37	61,081.05
	8	27.97	58,168.66	29.20	60,742.76	30.34	63,100.64
	9	28.98	60,278.40	30.25	62,926.34	31.42	65,349.73
	10	29.94	62,280.50	31.25	64,998.52	32.44	67,484.08
11	30.42	63,271.01	31.74	66,023.70	32.95	68,540.01	

Group 4 - Clerical Job Classifications: Community Relations Assistant Coding Specialist Home Care		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	27.07	56,295.72	28.27	58,804.27	29.38	61,104.00
	2	28.02	58,276.30	29.26	60,854.17	30.39	63,215.39
	3	28.99	60,299.93	30.26	62,948.63	31.43	65,372.68
	4	29.95	62,302.03	31.26	65,020.80	32.46	67,507.03
	5	31.01	64,497.89	32.35	67,293.51	33.58	69,847.92
	6	32.06	66,693.74	33.45	69,566.23	34.71	72,188.81
	7	33.20	69,061.82	34.62	72,017.19	35.92	74,713.30
	8	34.33	71,408.38	35.79	74,445.87	37.12	77,214.85
	9	35.52	73,884.10	37.02	77,008.24	38.39	79,854.09
	10	36.75	76,445.93	38.30	79,659.74	39.70	82,585.13
11	37.25	77,483.22	38.81	80,733.33	40.24	83,690.93	

Group 5 - Technical Job Classifications: Drivers		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	19.84	41,269.18	20.54	42,713.60	21.15	43,995.01
	2	20.42	42,474.67	21.14	43,961.28	21.77	45,280.12
	3	21.06	43,812.01	21.80	45,345.43	22.45	46,705.79
	4	21.71	45,149.34	22.47	46,729.57	23.14	48,131.46
	5	22.32	46,430.18	23.10	48,055.23	23.80	49,496.89
	6	23.03	47,899.37	23.83	49,575.85	24.55	51,063.12
	7	23.71	49,312.05	24.54	51,037.97	25.27	52,569.11
	8	24.41	50,762.40	25.26	52,539.09	26.02	54,115.26
	9	24.77	51,515.84	25.63	53,318.89	26.40	54,918.46
	10	25.13	52,269.27	26.01	54,098.69	26.79	55,721.65
11	25.53	53,109.31	26.43	54,968.13	27.22	56,617.18	

Group 6 - Technical Job Classifications:		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	21.20	44,089.34	21.94	45,632.47	22.60	47,001.45
	2	21.81	45,359.50	22.57	46,947.08	23.25	48,355.49
	3	22.47	46,737.29	23.26	48,373.09	23.95	49,824.29
	4	23.13	48,115.08	23.94	49,799.11	24.66	51,293.08
	5	23.81	49,514.40	24.64	51,247.40	25.38	52,784.83
	6	24.53	51,021.36	25.39	52,807.11	26.15	54,391.32
	7	25.26	52,549.85	26.15	54,389.09	26.93	56,020.77
	8	26.01	54,099.86	26.92	55,993.36	27.73	57,673.16
	9	26.38	54,874.87	27.31	56,795.49	28.12	58,499.36
	10	26.78	55,692.94	27.71	57,642.19	28.54	59,371.45
11	27.22	56,623.54	28.18	58,605.37	29.02	60,363.53	

Group 7 – Technical Job Classifications: Warehouse Technician Phlebotomist Technician Pharmacy Technician II		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	22.94	47,706.05	23.74	49,375.76	24.45	50,857.03
	2	23.60	49,083.84	24.42	50,801.77	25.16	52,325.83
	3	24.33	50,612.33	25.18	52,383.76	25.94	53,955.27
	4	25.07	52,140.82	25.95	53,965.74	26.72	55,584.72
	5	25.77	53,604.72	26.67	55,480.89	27.47	57,145.31
	6	26.58	55,283.90	27.51	57,218.84	28.33	58,935.41
	7	27.36	56,898.50	28.31	58,889.95	29.16	60,656.65
	8	28.15	58,556.16	29.14	60,605.63	30.01	62,423.79
	9	28.57	59,417.28	29.57	61,496.88	30.45	63,341.79
	10	28.98	60,278.40	29.99	62,388.14	30.89	64,259.79
	11	29.45	61,253.17	30.48	63,397.03	31.39	65,298.94

Group 8 - Technical Job Classifications: LPN Hospital Liaison Nurse LPN Referral Intake Nurse LPN Pharmacy Nurse LPN Certified OT Assistant Licensed PT Assistant		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	25.85	53,776.94	26.76	55,659.14	27.56	57,328.91
	2	26.56	55,240.85	27.49	57,174.28	28.31	58,889.51
	3	27.37	56,920.03	28.32	58,912.23	29.17	60,679.60
	4	28.16	58,577.69	29.15	60,627.91	30.02	62,446.74
	5	28.96	60,235.34	29.97	62,343.58	30.87	64,213.89
	6	29.77	61,914.53	30.81	64,081.54	31.73	66,003.98
	7	30.65	63,744.41	31.72	65,975.46	32.67	67,954.73
	8	31.56	65,638.87	32.66	67,936.23	33.64	69,974.32
	9	32.44	67,468.75	33.57	69,830.16	34.58	71,925.06
	10	33.39	69,449.33	34.56	71,880.05	35.59	74,036.46
	11	33.91	70,529.72	35.10	72,998.27	36.15	75,188.21

Group 9 - Rehab Job Classifications: OT MSW SLP Hospital Liaison - OT, SLP Nutritionist/Dietician		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	35.66	74,163.96	36.90	76,759.70	38.01	79,062.49
	2	37.01	76,984.13	38.31	79,678.57	39.46	82,068.93
	3	38.46	79,998.05	39.81	82,797.98	41.00	85,281.92
	4	39.98	83,162.66	41.38	86,073.36	42.62	88,655.56
	5	41.52	86,370.34	42.98	89,393.30	44.27	92,075.10
	6	43.13	89,707.18	44.64	92,846.93	45.98	95,632.33
	7	44.84	93,259.30	46.41	96,523.37	47.80	99,419.07
	8	46.59	96,897.53	48.22	100,288.94	49.66	103,297.61
	9	48.43	100,729.51	50.12	104,255.04	51.63	107,382.70
	10	50.30	104,626.08	52.06	108,287.99	53.62	111,536.63
	11	50.90	105,874.56	52.68	109,580.17	54.26	112,867.57

Group 10 - Physical Therapy/Registered Nurse Job Classifications: Home Health Nurse Behavioral Health Nurse Pediatric Maternal Nurse Prenatal Care Nurse Infusion Therapy Nurse Behavioral Health - Community Outreach Coordinator Home Health Nurse (New Grad) Physical Therapist PT Community Care Coordinator Hospital Liaison Therapist Patient Care Coordinator (PT) Community Care Coordinator Patient Care Coordinator (PCC) Pharmacy Nurse Clinical Documentation Specialist Home Care Hospital Liaison - RN Telehealth Nurse Referral Intake Nurse		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	40.80	84,863.38	42.23	87,833.59	43.49	90,468.60
	2	41.58	86,477.98	43.03	89,504.71	44.32	92,189.85
	3	42.39	88,178.69	43.88	91,264.94	45.19	94,002.89
	4	43.20	89,857.87	44.71	93,002.90	46.05	95,792.98
	5	44.04	91,601.64	45.58	94,807.70	46.95	97,651.93
	6	44.90	93,388.46	46.47	96,657.06	47.86	99,556.77
	7	45.82	95,304.46	47.42	98,640.11	48.85	101,599.32
	8	46.69	97,112.81	48.32	100,511.76	49.77	103,527.11
	9	48.43	100,729.51	50.12	104,255.04	51.63	107,382.70
	10	50.30	104,626.08	52.06	108,287.99	53.62	111,536.63
	11	50.90	105,874.56	52.68	109,580.17	54.26	112,867.57

Group 11 - Pharmacists Job Classifications: Pharmacist Home Care		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	66.57	138,468.10	68.90	143,314.48	70.97	147,613.91
	2	67.86	141,159.10	70.24	146,099.66	72.35	150,482.65
	3	69.25	144,043.85	71.68	149,085.38	73.83	153,557.94
	4	70.60	146,842.49	73.07	151,981.98	75.26	156,541.43
	5	71.99	149,748.77	74.51	154,989.97	76.75	159,639.67
	6	73.44	152,762.69	76.01	158,109.38	78.29	162,852.66
	7	74.97	155,927.30	77.59	161,384.76	79.92	166,226.30
	8	76.42	158,962.75	79.10	164,526.45	81.47	169,462.24
	9	79.32	164,990.59	82.10	170,765.26	84.56	175,888.22
	10	82.51	171,621.22	85.40	177,627.96	87.96	182,956.80
	11	83.46	173,598.78	86.38	179,674.74	88.97	185,064.98

APPENDIX B MEDICAL PLAN DESIGNS

Benefit Level	Premium Medical and Prescription Drug Plan Design		Master Union Align Plan Design						Kaleida Health Union PPO Medical Plan	
	In-Network (deleting CHS)	Out-of-Network	Enhanced (deleting CHS)		Standard Choice		Out of Network		In-Network	Out-of-Network
			Up Front	Refund	Up Front	Refund	Up Front	Refund		
Deductible	N/A	\$750/\$1250	N/A		\$1000/\$2000		\$1000/\$2000		N/A	\$500/\$1,000
Coinsurance	N/A	30%	N/A		30%		30%		N/A	25%
OOP Maximum	\$6,350 single/ \$12,700 Family	\$2,500/\$5,000	\$2,500/\$5,000		\$2,500/\$5,000		\$2,500/\$5,000		\$6,350 single/\$12,700 family	\$2,000/\$4,000
Medical Services										
PCP Office Visits	\$20	Ded/Coinsurance	\$20	N/A	\$35	\$15	Ded/Coinsurance		\$15	Ded/Coinsurance
Specialist Office visits	\$20	Ded/Coinsurance	\$35	\$15	\$65	\$45	Ded/Coinsurance		\$15	Ded/Coinsurance
Preventative Office Visits & Immunizations	\$0	Ded/Coinsurance	\$0	N/A	\$0	N/A	Ded/Coinsurance		\$0	Ded/Coinsurance
Diagnostic x-rays, including MRI	\$20	Ded/Coinsurance	\$30	\$10	Ded/Coinsurance		Ded/Coinsurance		\$20	Ded/Coinsurance
Laboratory testing *	\$0	Ded/Coinsurance	\$0	N/A	Ded/Coinsurance		Ded/Coinsurance		\$0	Ded/Coinsurance
Occupational, speech, physical therapy	\$15	Ded/Coinsurance	\$30	\$15	\$30	\$15	Ded/Coinsurance		\$15	Ded/Coinsurance
Chiropractor Office Visits	\$15	Ded/Coinsurance	\$30	\$15	\$30	\$15	Ded/Coinsurance		\$15	Ded/Coinsurance
Hospital Care										
Inpatient <i>\$500 First Family Discount</i>	\$500	Ded/Coinsurance	\$500	N/A	Ded/Coinsurance		Ded/Coinsurance		\$500	Ded/Coinsurance
Outpatient surgery facility	\$15	Ded/Coinsurance	\$75	\$60	Ded/Coinsurance		Ded/Coinsurance		\$15	Ded/Coinsurance
Emergency room visit (waived if admitted)	\$75	\$75	\$120	\$45	\$120	\$45	\$120	\$45	\$75	\$75
Emergency ambulance (medically necessary)	\$75	\$75	\$120	\$45	\$120	\$45	\$120	\$45	\$75	\$75
Other Services										
Durable medical equipment	50%	Ded/50%	50%		50%		Ded/50%		50%	Ded/50%
Annual maximum	\$1,000		\$1,000							
Home health care	\$15	Ded/Coinsurance	\$15	N/A	Ded/Coinsurance		Ded/Coinsurance		\$15	Ded/Coinsurance
Orthotics	Not covered	Not covered	Not covered		Not covered		Not covered		Not Covered	Not Covered
Urgent Care	\$45	\$45	\$60	\$15	Ded/Coinsurance		Ded/Coinsurance		\$45	\$45
Away from Home Guest Membership	Not Available	Not Available	Available						Not Available	Not Available
Prescription Drugs										
Retail Pharmacy Effective January 1, 2023	\$5/\$15/\$35	Not covered	\$0/\$15/\$35		N/A		N/A		\$5/\$15/\$35	Not Covered

APPENDIX C
NEW YORK PAID SICK LEAVE (NY Labor Law Section 196-b)

Permitted Uses:

Employees may use accrued leave for the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care:

Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

Safe Leave:

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney's office;
 - to enroll children in a new school; or
 - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

Family Member Definition:

"Family member" is defined as an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent; and the child or parent of an employee's spouse or domestic partner. "Parent" is defined as a biological, foster, step, or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child. "Child" is defined as a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis.

LETTER OF INTENT #1 WORK-LIFE BALANCE

Date Signed: 4/2/2024

The VNA and the Union share the commitment of providing the highest quality care and service to our patients and the larger community we serve. To this end, the Parties recognize that achieving healthy work-life balance can contribute meaningfully to fulfilling that commitment. In this regard, work-life balance, that being balancing the amount of time employees spend in the performance of their jobs versus engaging in personal endeavors, at its best, may foster innovative, high-quality care, staff engagement, staff retention, as well as mitigate stressors, both personal and professional.

During bargaining sessions giving rise to the current collective bargaining agreement, many agreements were reached with a goal to promote work-life balance through work-life integration measures and flexibility.

The VNA and the Union recognize that achieving and maintaining work-life balance in furtherance of our shared goals requires continued collaboration and diligence. Therefore, the Parties express their mutual commitment herein to renewing the Staff Advisory's charge for the benefit of the VNA, the Union, our patients, and the larger community we serve, to consider and collaborate on those issues that may arise that serve as barriers to or that may foster work-life balance.

**LETTER OF INTENT #2
CLERICAL BEST PRACTICE COMMITTEE**

Date Signed: 4/2/2024

During the 2024 contract negotiations the parties discussed and agreed to continue discussions regarding the formation of a Clerical Best Practice Committee, including implementation of committee meetings.