

COLLECTIVE BARGAINING AGREEMENT

between

VNA OF NORTHWEST PA, LLC

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

April 1, 2024 to March 31, 2027

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ARTICLE 1
GENERAL PROVISIONS

Section 1 - Bargaining Unit

1. The VNA of NWPA 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: All Registered Nurses, LPNs and all other professionals, including Occupational Therapists, Physical Therapists, Speech Therapists, Assistant Occupational Therapists, Medical Social Workers, Dieticians, Home Health Care Aides, and Homecare Hospice Clerks, including such employees classified as per diem, employed by the Employer.

Excluding: Guards and supervisors as defined in the Act.

2. The provisions of this Agreement cover each VNA of NWPA 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.

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 VNA of NWPA 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.

4. The VNA of NWPA will provide the Local Union, on a monthly basis, a list of all newly hired employees, 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.

5. The VNA of NWPA will not contract out work or use independent contractors and/or agency employees to perform work performed exclusively by bargaining unit employees if it will cause currently and directly the layoff of bargaining unit employees. In the event that the VNA of NWPA contracts out work or uses independent contractors and/or agency employees to temporarily fill vacant positions, the VNA of NWPA will:

- a. Notify the Union involved as soon as practicable; and
- b. Will post the position on the VNA of NWPA website.

6. Responsible Union-Management Relationship

The VNA of NWPA 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

VNA of NWPA 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

7. The VNA of NWPA 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 of the contract.

8. The VNA of NWPA will provide the Union with advance notice of at least thirty (30) days of the creation of all professional, registered nurse and technical non-supervisory positions that will be included in the bargaining unit. The VNA of NWPA will set the initial wage rate for any newly created position subject to the parties meeting to negotiate over the wage rate.

Section 2 - Probationary Employees

1. New full-time employees and part-time employees shall have a probationary period of ninety (90) calendar days on the job. Such period shall be automatically extended by any period of inactivity (including but not limited to leaves of absence). New per diem employees shall have a probationary period of 260 hours of work. In the event that upon the expiration of a probationary period, the VNA of NWPA wishes to evaluate an employee further, the VNA of NWPA may twice extend the probationary period for an additional thirty (30) calendar days or equivalent hours for per diem each on the job, and shall give prompt written notification of the extension to the Union.

2. During the regular or extended probationary period, the VNA of NWPA reserves the right to demote, suspend, dismiss or lay-off any probationary employee at the VNA of NWPA's sole discretion, with or without cause, and without recourse to the grievance or arbitration provisions of this Agreement.

3. During their probationary period, employees are not eligible for 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.

Section 3 - Temporary Employees

1. If no per diem employee volunteers, temporary employees may be engaged to replace employees while such 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.

2. Temporary employees will not be utilized to do bargaining unit work which can be performed by qualified and available laid off employees who still have recall rights. If the VNA of NWPA 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.

Section 4 - Regular Part-Time Employees

1. Regular part-time employees are those who are regularly scheduled by the VNA of NWPA to work at least forty (40) hours but less than eighty (80) hours each pay period.

2. Regular part-time employees will be entitled to prorated benefits as outlined in this agreement.

Section 5 - Per Diem Employees

1. A per diem employee is an employee who works on a day-to-day basis when required. Any per diem who is regularly scheduled more than three (3) shifts per week or twelve (12) shifts in two consecutive four (4) week time blocks will be considered a part-time employee for the period of such work.

2. The number of full-time equivalents of per diem employees shall annually not exceed twenty-five (25%) percent of the average number of full-time equivalent health care providers for that calendar year.

3. Per diem employees may be engaged to replace bargaining unit employees while such employees are 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 per diem 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. In the event the per diem is replacing a bargaining unit employee on leave, the employee will receive the benefits associated with the FTE they are actually working.

Section 6 - Bargaining Unit Work

1. Nursing, supervisory and management personnel who are not included in the bargaining unit shall not perform work regularly assigned to bargaining unit employees except in cases of emergencies, to cover absences occasioned by sickness or other leaves, in the event of an unanticipated increase in patient volume, to provide appropriate supervision and instruction or to retain clinical skills.

2. Non-clinical supervisory or managerial personnel who are not included in the bargaining unit shall not perform work regularly assigned to bargaining unit employees except in cases of emergencies, to provide appropriate supervision and instruction, and to conduct audits in support of corporate compliance responsibilities.

Section 7 - Job Descriptions

1. All job descriptions which are currently in place shall remain in effect, unless changed in accordance with this Section.
2. Should it become necessary to change existing or create new job descriptions, the VNA of NWPA 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 VNA of NWPA, 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 8 - Seniority

1. Seniority shall mean the last date of hire as an employee of the VNA of NWPA, except as set forth in Article 1, Section 8-8(a) of this agreement. Monthly, the VNA of NWPA shall publish a seniority list and forward a copy to the Union office.
2. 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 VNA of NWPA unless the employee can show their complete inability to provide such notice;
 - e. engaging in gainful employment while on a leave of absence without prior approval of the VNA of NWPA;
 - f. failure to return to work upon expiration of a leave of absence as per Article 7, Leave of Absence;
 - g. after layoff, failure to report for work within five (5) calendar days after notification of a recall as set forth in Article 1, Section 10-3 by registered or certified mail has been sent to the employee's latest address appearing on the VNA of NWPA'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;

An employee who is employed by another employer at the time of recall, and who advises the VNA of NWPA within five (5) calendar days after notification of recall of her/his intent to return to work with the VNA of NWPA 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. Each employee shall be responsible for notifying the VNA of NWPA of changes of address and telephone number.

- h. layoff for a period of twelve (12) months; or
 - i. absence due to illness or injury for six (6) months or failure to return to work upon expiration of an authorized leave of absence. The VNA of NWPA 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.
3. a. Seniority within each work group shall be the determining factor in matters affecting vacation, leave selection and all layoffs as set forth below. Vacation and leave selection will be determined separately for each work group in accordance with Article 12.
- b. Seniority shall be the determining factor for all transfers of employees as a result of a job bid to different work groups within their respective job classification.
4. Openings for positions in the bargaining unit will be communicated by e-mail to all bargaining unit employees at the same time. Employees may bid on such openings within 5 days of the email notification. All bidders who meet the minimum qualifications will be interviewed for the position. The most senior employee who meets the preferred qualifications will be awarded the position. An employee shall not be deemed minimally qualified for bidding purposes if that employee has a written warning or higher within the past twelve (12) months in her/his personnel file per Article 2, Section 13 of this Agreement. If no employee bidder meets the preferred qualifications for the position, the VNA of NWPA may hire an external applicant. Where the qualifications of an employee bidder are substantially equal to an outside applicant, the employee shall be awarded the job.
5. The VNA of NWPA may designate any applicant to the position of Hospital Liaison Nurse in its sole discretion.
6. 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 position. This shall not apply to changes of status from part-time to full-time within the same job classification or employees returned by the VNA of NWPA to a job in the same or similar job classification.
7. In the event it is necessary to temporarily transfer employees from one work group to another for a duration in excess of five (5) workdays, seniority within the job classification within the work group shall be the determining factor for employees in good standing. In the event there are no volunteers, the junior non-probationary employee in good standing within the job classification within the work group, will be transferred. Employees in good standing are

those employees who do not have a suspension in their personnel file and/or are not currently on a formal work improvement plan. If the employee completes the formal work improvement plan during the term of the transfer, the temporary transfer shall be re-evaluated. Before the VNA of NWPA 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.

8. Employees Returning to the Bargaining Unit

Any employee, covered by this Agreement, who lost seniority in accordance with Article 1, Section 8-2 will have the following rights if rehired by the VNA of NWPA:

- 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, after completing twelve (12) months of service, receive her/his original seniority date, adjusted for the period of separation, for all purposes for which seniority is used under this Agreement.
- b. An employee separated from employment for more than twelve (12) months will assume the date of return, as her/his new seniority date for all purposes for which seniority is used under this Agreement.

9. In any instance where seniority is used in this Agreement and two (2) or more employees share the same date, the following procedure 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.

Section 9 - Temporary Downsizing

1. If the VNA of NWPA decides to reduce working hours for more than three (3) days but less than twenty-one (21) calendar days, it will follow the procedure below:

- a. The VNA of NWPA will first cancel all working hours for temporary and per diem.
- b. If the VNA of NWPA 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 VNA of NWPA decides to further reduce hours, all remaining employees will be reduced by inverse seniority to minimum weekly working hours.
- d. If the reductions will extend beyond twenty-one (21) days, the layoff provisions below will apply.

Section 10 - Layoff/Bumping/Recall Steps

1. Layoff Steps:

In the event it is necessary to lay off employees covered by this Agreement for more than 21 calendar days or to eliminate a filled position covered by this Agreement, such layoffs or elimination will be done as follows:

- a. No bargaining unit employee will be laid off in a given job classification due to force reduction until all temporary, occasional, or contracted employees in the same job classification have been first laid off.
- b. Per diem employees will be laid off next.
- c. Layoffs will be by seniority within the job classification
- d. Employees to be laid off will be given at least one (1) week advanced notice.
- e. In the event that the notice period needs to be extended by the VNA of NWPA, such extension will be limited to four (4) weeks. Any extension will require the VNA of NWPA to rescind the original layoff notice and repeat the required notice period. The recall period will be adjusted to reflect the revised layoff date.
- f. In the event of vacancies, the VNA of NWPA will notify all employees of vacancies according to Article 1, Section 8-4. Laid off employees who have not had their seniority terminated in accordance with Article 1, Section 8-2 in this Agreement will be mailed copies of notices of any such job openings.

- g. 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 and job category of employment.
- h. 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.
- i. If an employee volunteers to be laid off, or remains on layoff status rather than apply for a lower paying position, the VNA of NWPA will not oppose the employee's application for Pennsylvania Unemployment Insurance Benefits.

2. Bumping Steps:

- a. An employee with seniority who is about to be laid off will be given the opportunity to bump the least senior employee in the same or other job classification 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 VNA of NWPA in writing within forty-eight (48) hours 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 Article 1, Section 8-9.
- d. Employees who bump to a different job classification shall be given a thirty (30) calendar day trial. At the option of the VNA of NWPA, or the employee, this thirty (30) day period may be extended by ten (10) working days. If the VNA of NWPA finds the employee unsatisfactory in the new position, the employee will be laid off with recall rights to the original position.

3. Recall Steps:

- a. 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 VNA of NWPA of changes of address or telephone number.
- b. Recall will be by seniority within the same or other job classification. If the laid off employee is recalled to a different job classification, the employee must meet the minimum job qualifications and be able to immediately perform the essential functions of the job.
- c. Official recalls will be sent by certified mail to the employee's last address appearing on the VNA of NWPA's records. The Union will receive a copy of this notice by first class mail.
- d. 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) calendars days, will be considered a voluntary resignation resulting in loss of seniority.
- e. Laid off employee(s) who are working for another employer at the time of recall, and who advise the VNA of NWPA within five (5) calendar days after notification of recall of their intent to return to work with the VNA of NWPA 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 VNA of NWPA of changes of address and telephone number.
- f. If a laid off employee refuses a recall from layoff to a different category of employment, this refusal will not adversely affect any of the employee's rights to their original position as outlined in Article 1, Sections **10-1(g) and 10-2(d)**.
- g. Recall will extend twelve (12) months from date of layoff.

Section 11 - Entire Memorandum of Agreement

This 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 this Agreement. Therefore, the Union and the VNA of NWPA, 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.

Section 12 - Medical Examinations and Information

1. The VNA of NWPA may require a bargaining unit member to submit evidence of inability to work or ability to return to work in connection with requests for leaves and/or accommodations or when questions concerning fitness for duty or eligibility for benefits under this Agreement arise.
2. The VNA of NWPA may require any bargaining unit member to submit to a medical examination by a physician designated by the VNA of NWPA at the VNA of NWPA's sole expense for the circumstances described in Article 1, Section 12-1, above.
3. If there is a disagreement between the employee's attending physician and the Employee Health Department and / or the designated physician, in regard to ability to return to work 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.

This third-party medical review will be performed at the expense of the VNA of NWPA 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 and the employee fails to do so, the employee shall be considered to have lost seniority pursuant to the provisions of Article 1, Section 8-2 of this Agreement.

Section 13 - Management Rights

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the VNA of NWPA prior to the signing of this Agreement are retained by it and the exercise by the VNA of NWPA 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 VNA of NWPA; to determine facilities, methods, means and number of personnel for the conduct of the VNA of NWPA'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; the right to determine the nature, mix and extent of services provided, including medical and therapeutic services offered, contracted for and/or purchased by the VNA of NWPA; the right to determine whether a vacancy should or should not be filled, and who will be hired; to determine whether and to what extent the work required in its business shall be performed by employees covered by this Agreement; to refrain from utilizing unit employees to perform non-unit work; to subcontract or discontinue temporarily or permanently, in whole or in part, its business or operations when and as exclusively determined by the VNA of NWPA; to promulgate and enforce work rules and standards of personal behavior on the job, qualitative and quantitative standards of performance and occupational health and safety standards; and to discharge or otherwise discipline employees for just cause.

ARTICLE 2 DEFINITIONS

Section 1- General Definitions

1. VNA of NWPA means VNA of Northwest PA, LLC.
2. Employee means a person who is employed in the bargaining unit as described in Article 1, General Provisions Section 1-1.
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 3-1.
4. Full-time employee means an employee who is regularly scheduled by the VNA of NWPA to work eighty (80) hours each pay period.
5. Regular part-time employee means an employee who is regularly scheduled by the VNA of NWPA to work at least forty (40) hours but less than eighty (80) hours per pay period.
6. A care provider is an employee who provides direct patient care and shall include Hospital Liaison and Community Care Coordinator.
7. A per diem employee is an employee who works fewer than 40 hours per pay period except as otherwise provided in this Agreement.
8. A payroll period is a bi-weekly period commencing on Sunday and ending on a Saturday.

9. Category of employment is an employee's status (e.g., full-time, regular part-time, per diem, etc.).
10. Job classification is an employee's job title.
11. Preceptor is a clinical employee who has been trained and assigned to provide skilled instruction to preceptees.
12. Regular Rate of Pay is defined as base pay as determined by the wage schedule.
13. Notification to the Union refers to notification to the office of the Local Union CWA 1122.
14. 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 VNA of NWPA.

Section 2 - Work groups

1. Work Groups are defined as:
 - a. Nursing Team, including Hospital Liaison
 - b. SLP
 - c. PT and PTA
 - d. OT and COTA
 - e. Nutrition
 - f. Clerical
 - g. Home Health Aide
 - h. MSW
2. 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 VNA of NWPA, an LPN may rotate to all schedules provided she/he is not the sole nurse as described in paragraph (a) above and VNA of NWPA patient needs are met. To the extent such employer discretion is exercised, weekend and evening rotation of LPNs will be evenly distributed.

Section 3 - Strike and Other Activity

During the term of this Agreement or any extension of this Agreement, there will be no strikes including sympathy strikes, walkouts, slow downs, work stoppages, sit downs, sit ins, refusals to work mandatory overtime up to eight (8) hours, picketing, leafletting, boycotts, nor any concerted activity which interrupts or interferes with normal business operations. Further, during the term of this Agreement or any extension of this Agreement, the VNA of NWPA will not lock out bargaining unit employees.

In the event an employee encounters a picket line at another employer that the employee would need to cross to accomplish her/his assigned tasks, and the employee has reasonable safety concerns about crossing such picket line, the employee should contact their Manager to describe the situation and await further instructions. The Manager will assess the situation and provide reasonable instruction or alternative options to completing their task keeping the employee's safety, VNA of NWPA assets, and community in mind.

Section 4 - Successorship

If the VNA of NWPA agrees to sell its business or any portion of its business, it will provide the Union with at least thirty (30) days' notice before any such sale.

Section 5 - Bulletin Board

The VNA of NWPA will provide the Union with a bulletin board to be located in a place which will not interfere with the operation of the VNA of NWPA or patient care and which shall be used only for Union business.

Section 6 - Union Business

The VNA of NWPA will recognize a Chief Steward and Stewards pursuant to this Article, as designated by the local union.

1. With the consent of the VNA of NWPA, which shall not be withheld except based upon the needs of the VNA of NWPA, the Chief Steward and Stewards will be granted a combined maximum of two (2) hours per pay period paid time to attend grievance meetings with the VNA of NWPA or disciplinary meetings conducted by the VNA of NWPA.
2. With the consent of the VNA of NWPA, which will not be unreasonably withheld, employees shall be excused from time to time, without pay, as requested by the Local Union, for the purposes of carrying on Union business.
3. The designated Chief Steward and Stewards, employed by the VNA of NWPA, shall be the last employees to be laid off from their job classifications.

Section 7 - Union Representatives

The VNA of NWPA agrees that during working hours, on its premises and for reasonable periods of time, and upon reasonable advance notification and approval of the employee's

supervisor, properly designated Union representatives shall be allowed to investigate and process grievances. The Union shall furnish the VNA of NWPA with the names of the representatives and shall submit prompt notification of any changes. The VNA of NWPA 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 VNA of NWPA schedules meetings for such times.

Section 8 - Union Dues

1. The VNA of NWPA 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. Any such written authorization submitted is deemed to be only an authorization for the VNA of NWPA to deduct dues or initiation fees as set forth in the above section.
3. The VNA of NWPA will not deduct the above-mentioned dues or initiation fees unless the authorization is supplied to the VNA of NWPA 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.
4. The VNA of NWPA 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.
5. The Union shall indemnify and hold the VNA of NWPA harmless from any and all claims, demands and liabilities of any kind that may arise as a result of actions taken by the VNA of NWPA for the purpose of complying with the provisions of this Agreement.
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.
7. The Union and the VNA of NWPA 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 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 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 10 - Non-Discrimination

Neither the VNA of NWPA 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 to all gender identities.

Section 11 - Discipline

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 VNA of NWPA 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 VNA of NWPA 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 Leave of Absence.

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

3. In the event an employee is downgraded or accepts a position with a lower wage rate, the employee will be paid the rate set forth in Article 14, Section 1 (Appendix C) for the job classification. Nothing in the above is intended to prohibit the Union's right to grieve or arbitrate a downgrade for cause.

Section 12 - Employer Policies

1. Due to the complexity of the VNA of NWPA'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 VNA of NWPA 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 VNA of NWPA.

2. The VNA of NWPA 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.

3. Should it become necessary to change existing written Human Resources policies or issue new Human Resources policies, the VNA of NWPA will inform the Union in writing, 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 change existing written policies or issue new policies, which are “Kaleida-wide” human resources policies applicable to this bargaining unit, the VNA of NWPA will inform the Union 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.

4. After the Union has had an opportunity to discuss the matter with the VNA of NWPA, the VNA of NWPA 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 13 - Personnel Files

1. All employees who have completed their probationary period shall have access to their own personnel files during working hours and upon written notification to the employee’s immediate supervisor or management designee. 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. 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.

3. All documented verbal warnings shall be deactivated for the purpose of the immediate next step of progressive discipline for the same or a similar infraction 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 deactivated for the purpose of the immediate next step of progressive discipline for the same or a similar infraction from an employee’s personnel file twelve (12) months after the date said reprimand, provided the employee has not committed any other infraction resulting in discipline during the twelve (12) month period. All suspensions shall be deactivated for the purpose of the immediate next step of progressive discipline for the same or a similar infraction from an employee’s personnel file eighteen (18) months after the date 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.

ARTICLE 3
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1 - Grievances

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

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 VNA of NWPA as provided in subsection 3.

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.

4. If the grievance has not been resolved it shall be presented to the Department Director or her/his designee 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 or designee before the presentation time expires, the grievance is deemed closed by the answer of the immediate supervisor. The Department Director or designee 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 or designee shall acknowledge the grievance in writing within fifteen (15) working days of the meeting where the Step 2 grievance was orally presented.

5. If the grievance is still unresolved, it shall be submitted by the Local Union Area Representative or authorized representative, to the Human Resources Leader or designee 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 Human Resources Leader before the submission time expires, the grievance is deemed closed by the answer of the Administrator of Human Resources. The Human Resources Leader or designee and the Union representative or designee 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 Human Resources Leader or designee 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 designee of the written answer.

Section 2 - Arbitration

1. If the grievance is still unresolved, the matter shall be submitted to arbitration within thirty (30) working days of the answer of the Human Resources Leader 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 Human Resources Leader or designee. Subsequent arbitration, if any, shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Services (FMCS).
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. 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.
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.
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 1 - Hours of Work

1. Full-time employees' regular work day shall consist of any eight and one-half (8½) consecutive hours including a one-half (½) hour unpaid lunch in accordance with Article 4, Section 1-3, that begins on or after 6:00 a.m. and ends on or before 6:30 p.m. The work week shall consist of forty (40) scheduled hours in any consecutive seven (7) day period, Sunday through Saturday. In the event the VNA of NWPA 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 VNA of NWPA shall first seek volunteers for the new schedule from among the employees in the affected work group. Should the schedule remain unfilled, the least senior employee in said work group shall be assigned to the new schedule. It is not the intent of the VNA of NWPA to establish new shifts with varying or rotating start times. **While not routine, employees who work a regular shift may flex their hours between 6:30 am and 6:30 pm with the approval of their managers. Employee requests to flex their 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.

2. The VNA of NWPA reserves the right to establish alternate work shifts for employees that will include shifts beyond an 8-hour workday. Employees working alternate work shifts will follow all of the provisions of this Agreement as they pertain to eight (8) hour shift employees. Any and all alternate shifts to be created will be negotiated with the Union leadership prior to implementation.

The above shifts will be posted and filled in accordance with Article 1, General Provisions, Section 8-4 of this Agreement. All employees scheduled to work alternate shifts as outlined above will maintain full-time benefits.

3. Employees shall have a one-half (½) hour unpaid lunch break on each scheduled day of six (6) hours or more.

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

5. All hours worked in any work week in excess of forty (40) shall be compensated at time and one-half (½) of the employee's regular rate.

6. No later than Thursday, the VNA of NWPA shall post and provide **schedules to all employees by a 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 VNA of NWPA 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, as applicable, 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 VNA of NWPA will notify the Local Union of any changes that result in the need to repost the schedule.

7. Employees will be assigned to work weekends and/or holidays on a rotating basis depending upon the needs of the Employer. Employees must rotate by inverse seniority.

8. 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.

Section 2 - Additional Hours

1. Additional hours are hours to be worked in excess of the employee's assigned full-time equivalent.
2. The parties acknowledge the rights of management to schedule volunteer additional hours. It is not the intent of the VNA of NWPA to utilize additional hours to replace staff. There will be no mandatory overtime in excess of eight (8) hours per week for any employee.
3. Probationary employees will not volunteer to work additional hours defined as direct patient care hours until they have completed ninety (90) days of service and they have supervisory approval to do so as set forth in Article 1, General Provisions, Section 2, of this Agreement.
4. Management will post a sign-up list for 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 by signing the grid noting available time. Additional hours will be assigned to qualified employees in the following order:
 - a. Additional hours will be available to qualified per diem employees who have indicated availability on the posted sign-up list, consistent with the per diem provisions of this Agreement.
 - b. Additional hours will be assigned to qualified part-time employees who have signed up on the posted list to work the available additional hours, and have not exceeded forty (40) hours of paid time in a work week.
 - c. Additional hours will be assigned to full-time staff who had indicated availability on the posted sign up list.
 - d. Additional hours will be assigned to part-time staff who did not sign up on the posted sign up list and volunteer to work up to forty (40) hours per week.
 - e. Any remaining additional hours will be assigned to any employee in the work group on a first come first served basis.
5. When work becomes available, the manager will schedule that work so qualified employees will be assigned in accordance with Article 4, Section 2-4 above. The manager will assign additional hours on a daily basis to volunteers. Seniority within the work groups will be respected.
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.

7. If no one volunteers, the additional work may be assigned and performed by any available means, except that mandatory overtime may not exceed eight (8) hours per week for any employee.

8. All employees are required to take on-call assignments consistent with Article 14, Wages, Section 2.

ARTICLE 5 TIME AND ATTENDANCE

Section 1 - Time and Attendance

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.

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 **seven (7)** unscheduled absences per rolling twelve (12) month period without penalty, unless the employee has already received written warning for violation of this policy. Any use of these **seven (7)** days per rolling twelve (12) month period shall not be counted as an absence for the purpose of moving to any level of discipline below:

- a. On the first day of absence in any rolling twelve (12) month period, beyond the days permitted in Article 5, Section 1-2 above, an employee's supervisor will counsel an employee. 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. Upon **nine (9)** days of absence in any rolling twelve (12) month period, 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 six (6) months from the date the absence occurred.**
- c. If an employee is absent for **ten (10)** days within any rolling twelve (12) month period, she or he shall receive a written warning for excessive absenteeism. A copy of said warning will be placed in the employee's personnel file and remain there active for a twelve (12) month period, from the date of the last absence.
- d. Once an employee has received a written warning as set forth in paragraph (c) above, the next day of absence in the twelve (12) month period, from the date of the last absence, 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. If there are no additional unscheduled absences in this twelve (12) month period, the employee will be allowed to utilize a pro-rated number of unscheduled absences for the remainder of that twelve (12) month period without penalty.

- e. Any employee who has received a suspension without pay pursuant to paragraph (d) above and is absent one (1) day more in the next **eighteen (18)** month period 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.
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 scheduled 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 PA Workers' Compensation Law and Board
 - f. absence for an illness or injury which qualifies for, and for which an employee receives Disability benefits (including the waiting period of seven (7) calendar days for receipt of disability benefits) and absences covered by the Family Medical Leave Act
 - g. for absences as follows:
 - 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.

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.
5. An employee will be considered tardy when she or he arrives for work 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. Two (2) 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 one (1) day without pay.
 - f. Another instance of tardiness in sixty (60) days following the return of the employee from her or his one (1) 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 5, paragraphs (b) through (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 the prior step 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 the prior step to determine if discipline should be issued).

Any written record of discipline for tardiness placed in an employee's personnel file will be inactive after the appropriate time frames as listed in steps (c) through (f) above providing there has been no further action taken against the employee.

ARTICLE 6 INCLEMENT WEATHER

1. During these negotiations the parties discussed the weather-related challenges living, working and operating a health care business in North Western Pennsylvania 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 North Western Pennsylvania 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.

2. 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 excused absence day, **without pay**, providing proper notification has been provided to management. **Employees who are unable to report may be given the opportunity to make up the missed time, or a portion thereof, within the same workweek, depending on VNA of NWPA operational need. The missed time made up will be paid at straight time and not subject to premium pay.**

3. 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.

4. 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.

5. 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 7
LEAVES OF ABSENCE

1. Permanent full-time, regular part-time and per diem employees shall be eligible for unpaid leaves of absence after twelve (12) months of continuous service with the VNA of NWPA.
2. Employees may be granted up to a three (3) month leave of absence without pay. The leave may be renewed once for a period of up to three (3) months. No leave, however, shall exceed six (6) months. 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 as outlined in Section 10(i), below.
3. Reasons for a leave of absence:
 - a. if absent due to the employee's own serious health condition, including disability-covered illness or injury, an employer-connected illness or injury covered by Workers' Compensation, and where there is a potential threat to the employee's pregnancy;
 - b. serious health condition of an immediate family member as defined in the FMLA.
 - c. a death in the immediate family as defined in the FMLA.
4. Any request for a leave shall be submitted in advance, in writing, by the employee to the immediate supervisor and to 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.
5. Authorization for a leave of absence shall be furnished to the employee in writing by Human Resources, or designee.
6. Any request for a leave of absence shall be answered within five (5) working days.
7. Employees shall contact 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. Human Resources, or designee, will acknowledge in writing receipt of such contact within ten (10) working days.
8. The VNA of NWPA shall make a reasonable effort to return employees to the position they held at the time the leave of absence was approved.
9. Approval by the VNA of NWPA of requests for leaves of absence will be subject to the needs of the VNA of NWPA. Approval will not be unreasonably denied.

10. Family and Medical Leave Act (FMLA) – The VNA of NWPA will provide leave required by the FMLA. To the extent the terms of this Article differ from the FMLA, the FMLA will control.

- 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. Qualifying reasons for such leave are:
 - 1.) For a birth of a child and to care for such new child, or placement of a child with the employee for adoption or foster care;
 - 2.) To care for a son, daughter, spouse, parent, or domestic partner with a serious health condition;
 - 3.) 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 for their own serious health condition or due to the serious health condition of a child or spouse. Otherwise, they shall be limited to a combined total of twelve (12) weeks.

- 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 1 and 2 or after the employee has reached 1,250 hours of work, inclusive of paid union representation time set forth in Article 2, Section 6-1 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.”
 - 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 regimen 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 (at least 2 times per year) 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, or domestic partner must be under the continuing supervision of, 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 reapplied 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, consistent with the FMLA. The VNA of NWPA will require medical certification of a serious health condition from the employee's physician. Once the leave is certified, the VNA of NWPA 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 VNA of NWPA 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 VNA of NWPA 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 employee is 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 VNA of NWPA 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 required by the FMLA. If the leave exceeds twelve (12) weeks, she/he will be returned to an available position.
- k. The time period for any period of absence which can be covered by FMLA, including Disability or PA Workers' Compensation shall include and run

concurrent with the time period for any leave required by the Family and Medical Leave Act.

1. Care for Relative in the Armed Forces

A qualifying employee (reached 1,250 hours of work , inclusive of paid union representation time as set forth in Article 2, Section 6-1, 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, 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.

- m. 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.
- n. Disputes arising with respect to FMLA leave shall be resolved through the grievance and arbitration procedure of this Agreement which shall be the exclusive remedy for said dispute.

**ARTICLE 8
BEREAVEMENT LEAVE**

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 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.

2. All regular 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 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.

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 work days (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.

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 9 MILITARY LEAVE

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.

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.

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

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.

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

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.

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.

ARTICLE 10 JURY DUTY

1. In the event an employee is required (and has not volunteered) to serve on jury duty, including Grand Jury service, the VNA of NWPA, for a period not to exceed four (4) weeks, will compensate the employee for the difference between her/his regular normal earnings and her/his jury fees.

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.
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.
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 11 WORKERS' COMPENSATION

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 Pennsylvania State Workers' Compensation Law (PASWCL).
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 (M.D., N.P., or P.A.) 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.
 - b. The employee must notify her/his manager of the workplace injury/illness immediately and will submit an incident report to the manager as soon as possible thereafter.
 - c. The employee must notify her/his manager immediately if her/his injury is disabling and she/he is unable to work.
 - d. When an employee is required to report for an independent medical exam, the cost of transportation will be reimbursed if required by the PASWCL.
 - e. The VNA of NWPA or its insurer will keep the employee updated on the claim status and any need for further medical documentation in a timely manner. The employee will keep the VNA of NWPA updated on their illness/injury regularly and in a timely manner.
3. During the period of an approved Workers' Compensation claim, the employee will receive statutorily mandated payments. Under current law, in the case that the compensable injury or illness results in a Workers' Compensation disability of more than fourteen (14) days, Workers' Compensation is 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 are paid.

4. If the VNA of NWPA 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 claim will be submitted to the disability insurance carrier for evaluation and processing.

5. Employees are entitled to use Paid Time Off (PTO) during any applicable waiting period. If the employee used PTO for a waiting period and the case becomes a Workers' Compensation case, the hours will be taken from PTO will be transferred back to the PTO bank. PTO may be used to supplement workers' compensation payments up to of the employee's regular budgeted weekly pay.

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

7. If an employee's Workers' Compensation disability satisfies the requirements of both the Family and Medical Leave Act (FMLA) and PASWCL, the time spent on Workers' Compensation will count toward the employee's twelve (12) weeks of annual leave under the FMLA. Employees' rights under the FMLA are outlined in Article 7, Leaves of Absence.

8. The employee will continue to be classified as disabled as long as the disability continues to be certified by the Workers' Compensation Board. If an employee is still disabled after a three-month period expires, the employee may apply for one (1) leave of absence for a period not to exceed three (3) months. The two above three-month periods of leave are governed in their entirety by Article 7, Leave of Absence. Notwithstanding Article 7, Leave of Absence, while the employee is on Workers' Compensation, the VNA of NWPA will continue to contribute the VNA of NWPA's share toward the employee's health insurance benefits outlined in this Agreement for a period of sixteen (16) weeks per claim. Employees are responsible for paying the employee portion of these benefits. As long as an employee is receiving payments from their PTO bank, the employee's share of benefit premiums will be deducted from those payments. After PTO payments cease, the employee will be required to submit payments each pay period.

**ARTICLE 12
PAID TIME OFF AND HOLIDAY ROTATIONS**

Section 1 - PTO

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

Years of Service with NWPA	PTO Accrual Rate Per Hour	Maximum Annual PTO Hours	Maximum Annual PTO Days
1st day of 1st year to last day of 4th year	.1077	224	28
1st day of 5th year to last day of 9th year	.1269	264	33
1st day of 10th year to Last day of 14th year	.1462	304	38
1st day of 15th year & annually thereafter	.1654	344	43

The following PTO and ESB schedules will apply starting with the first accrual period in 2025:

Years of Service with NWPA	PTO Accrual Rate Per Hour	Maximum Annual PTO Hours	Maximum Annual PTO Days
1st day of 1st year to last day of 4th year	.1115	232	29
1st day of 5th year to last day of 9th year	.1308	272	34
1st day of 10th year to Last day of 14th year	.1519	316	39
1st day of 15th year & annually thereafter	.1692	352	44

ESB

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

2. Each eligible employee will be assigned a PTO bank to accumulate hours for 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 or during periods of workers' compensation. Such workers' compensation will include periods of work-related illness or injury resulting in an absence of less than seven (7) days. The maximum allowed is one hundred eighty-seven (187) days or one thousand five hundred (1,500) hours.

3. Employees will have a PTO bank which reflects accrued PTO hours available for their use. PTO hours for both full-time and part-time are accrued based on all hours paid up to a maximum of 80 hours during the pay period. PTO hours paid shall count as hours worked toward the accrual of PTO banks. PTO hours do not accrue for hours worked in excess of 80 hours in any pay period, on-call time, during periods of Short-Term Disability (STD), any unpaid time or during leaves of absence (LOA).

4. Accrued hours are those hours which are earned and accumulated in the PTO bank and available for use by the employee after the 90-day probationary period.

5. Bonus PTO Week

To recognize and reward employees for their longevity with the VNA of NWPA, an additional week of PTO will be granted on the first payroll period of the calendar year in which the employee celebrates their 20, 25, 30, 35, 40 ... year anniversary.

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

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

8. Each eligible employee will be assigned a PTO bank to accumulate hours to use for all paid time off.

9. PTO should be scheduled in accordance with Section 1-14, below. PTO for illnesses or unforeseen personal emergency may be used in increments of one-half (½) hour.

10. In all cases of unscheduled absences, employees shall call their manager at least ninety (90) minutes before her/his scheduled reporting time.

11. In cases of unscheduled absences due to illness or injury, the VNA of NWPA 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 VNA of NWPA suspects that available benefits are being abused.

12. Preference with regard to requests for scheduled days off will be determined by seniority within work groups.

13. The VNA of NWPA will allow at least one (1) employee to take PTO per week.

14. 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, unless there are vacation weeks that continue to be available once all vacation requests have been scheduled.
- e. Once employees with denied requests have been given the opportunity to schedule additional weeks, remaining vacation weeks will be offered in seniority order.
- f. Approved PTO requests as per the steps above cannot be rescinded by the employee unless the employee is on disability, Workers' Compensation, an approved leave of absence, or family and medical leave.
- g. 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 part-time employee's FTE. 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.

15. Planned Vacation Scheduling and Approval Procedures

- a. Employees must submit vacation requests in accordance with the time frames outlined in Section 1-14, above.
- b. In the event two or more employees request the same week off, approval will be by seniority.
- c. Employees submitting their vacation requests must be actively working at the time the request is made.
- 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 the designated manager regarding vacation weeks that are available.
- f. If questions arise during the scheduling process, the VNA of NWPA will discuss said problems with the Union.
- g. If an employee is not available during the sign-up period, the employee may give her/his requests to any Union Steward to complete the sign up in the employee's absence.
- h. The manager will provide the employee with a copy of the PTO request, either approved or denied.

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 (½) 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 1-14 shall be processed as single days.

PTO requests, submitted for medical appointments or procedures of an immediate and urgent nature will not be denied, provided that appropriate documentation is presented.

17. An employee will not be scheduled for an assignment on the Saturday and Sunday before her/his PTO vacation, or be scheduled on the Saturday and Sunday after her/his PTO vacation, 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.

18. An eligible employee may voluntarily donate a portion of her/his own PTO benefit hours to another benefited VNA of NWPA 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 and the gift is irrevocable.

19. The following days shall be observed as, and paid from PTO accruals, for all full-time and part-time 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

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.

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

22. PTO shall not be calculated as hours worked for the purpose of computing overtime payment, except eight (8) hours of PTO used during a week in which a holiday designated in Section 1-19 falls.

23. Employees who work on 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 will be paid at time and one-half (1½) their hourly wage rate for all hours worked on the holiday.

24. Annually full-time and regular part-time employees are given several options for utilization of accrued PTO. PTO election forms will be made available to employees by November 1st of each year and must be returned by December 1st, of each year 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 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 eighty (80) hours and part-time employees forty (40) 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 or will be forfeited.

- c. The employee may direct up to the legally permitted limit, of the cash value of her/his remaining unused PTO hours, to the employee's existing 401(k) account. Contribution will be for the year in which the funds are directed to the account and will be made within the first quarter of the calendar year. The remaining balance will be bought out in cash at the rate of pay in effect at the time the payment is made which will be no later than the last full pay period in February of each year.

In the event an employee has been denied her/his PTO requests during the course of the year, for VNA of NWPA 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 1-24(b).

25. If the eligible employee fails to notify Human Resources of her/his intention for the use of any unused PTO by December 1st of each year, as described in Section 1-24, then year-end unused PTO will be distributed in the following order:

- a. All unused hours up to eighty (80) hours for full-time, forty (40) hours or their assigned FTE, whichever is greater, for 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 part-time, will be paid in a lump sum.
- c. transferred to the employees 401k up to legal limits
- d. The balance, if any, will be forfeited.

26. 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 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.

27. If an employee who has successfully completed her/his probationary period terminates employment: a) by resigning with four (4) weeks' notice and works during such four (4) weeks' notice period; or b) if initiated by the Employer, for reasons other than just cause, all accrued PTO shall be paid out in cash in the first pay period following separation.

Section 2 - Holiday Rotation

1. Holidays will be scheduled for employees in each work group on a voluntary basis by seniority for the posting period from New Year's Day through Christmas Day. 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 VNA of NWPA. If an employee volunteers on a roster that becomes full, the senior employee(s) on that 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 work group will take place between November 1 and November 15 for the following year.

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

3. Based on the VNA of NWPA's needs, employees may volunteer to work additional holiday hours in any work group.

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

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

6. A reserve pool is established by the VNA of NWPA with each yearly holiday sign-up. The reserve pool is made up of employees in the following order:

- a. First, those who did not work their scheduled holiday (e.g., due to sick day, personal day, transfer into a new pool, etc.) These employees will be scheduled first.
- b. Second, those employees who are not available for the initial holiday sign-up (e.g., disability, Workers' Compensation, leave of absence, layoff). These employees will be scheduled second.
- c. Third, new or probationary employees who are not eligible for the holiday sign-up. These employees will be scheduled last.

7. 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.

8. 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. Surplus employee(s) may elect to come off the schedule on a yearly rotating seniority basis.

9. For the purposes of the holiday rosters, seniority will mean the date of hire. 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 VNA of NWPA's needs. If the observed holiday is missed,

the employee(s) will be placed in the reserve pool for a subsequent observed holiday. If the traditional holiday falls on Saturday or Sunday, and is missed, the employee(s) is placed in the reserve pool for a subsequent Saturday/Sunday/holiday. If the Saturday or Sunday is missed, the employee will not be placed in the reserve pool.

10. Employee(s) scheduled to work a holiday who request any combination of five (5) days off, including the holiday, will have their long day approved in accordance with Section 1-16, PTO for that holiday.

11. Employee(s) pre-approved prior to the roster date for consecutively scheduled PTO days, including the holiday, will not be placed on a roster for that holiday.

Section 3 - Christmas Holiday Rotation

1. The VNA of NWPA will seek volunteers to work Christmas. The Christmas holiday will be staffed by employees in the work group per Article 2, Definitions, Section 2. The VNA of NWPA 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 in a work group will be scheduled to work Christmas twice before everyone has been scheduled once. The Christmas holiday schedule will be posted by June 1 of each year.

If there are an insufficient number of employees in the work group to meet the VNA of NWPA's needs, the seniority list will be used, junior to senior to staff Christmas. Holiday staffing will be mandated in accordance with Section 2-9, above.

ARTICLE 13 BENEFITS

Section 1 - Medical/Prescription Drug Benefits

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 a medical and prescription drug plan available to all eligible full-time and part-time employees covered by this Agreement.

The current plan benefit levels for the Kaleida Health VNA of NWPA Medical Plan are set forth in Appendix B of this Agreement.

2. Employees will contribute the following toward the cost of premium of the medical coverages:

For full-time:

- 1.) Single coverage – 25%
- 2.) Family coverage – 25%

For part-time:

- 1.) Single coverage – 30%
- 2.) Family coverage – 30%

3. Retired employees may continue medical coverage for any period required by COBRA. Laid off employees with recall rights may elect to continue medical coverage described in Article 13, Section 1. If employees elect to continue their coverage, they shall pay the VNA of NWPA the entire amount of the monthly medical premium in sufficient time for the VNA of NWPA to make payments on their behalf. Under no circumstances will the VNA of NWPA be required to advance monies for such medical coverage on behalf of any such employee(s). Health insurance continuation during leaves of absence will be governed by Article 7 regarding leaves of absence.

Section 2 - Dental Insurance

The VNA of NWPA will continue the current Dental Plan available to all full-time and part-time employees. Employees will pay the full cost of coverage under such plan.

Section 3 - Short Term Disability Insurance Plan

The VNA of NWPA will provide, at no cost to the employee, a short-term disability insurance plan to cover period where the employee is unable to work due to a non-work related illness or injury. The plan will pay employees 60% of their average weekly wages up to \$500 maximum per week for twenty-six (26) weeks.

Section 4 - Flexible Benefit Plan

1. The VNA of NWPA will make available to full-time and regular part-time employees a flexible benefit plan. The flexible benefit plan includes the following options:

- a. A medical and prescription drug plan;
- b. 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.

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.

3. Employee contributions to health plan premiums, dental plan premiums and the medical and dental 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.

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.

5. Accidental Death & Dismemberment (AD&D)

Full-time and regular part-time employees may elect AD&D coverage for themselves and eligible dependents. Employees shall pay the full cost for such coverage.

6. Long-Term Disability

Full-time and regular part-time employees may elect long-term disability insurance for themselves. Employees will pay the full cost for such coverage.

7. The VNA of NWPA 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.

8. Full-time and regular part-time employees may elect to purchase additional supplemental short-term disability insurance for themselves. Employees will pay the full cost for such coverage. Policy descriptions are available from the insurance provider. Short-term disability premiums will be deducted from employees' pay on a pre-tax basis.

Section 5 - Life Insurance

1. The VNA of NWPA will provide full-time and regular part-time employees, 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.

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).

3. The VNA of NWPA shall make available to all full-time and regular part-time 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 VNA of NWPA 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 - Retirement

The VNA of NWPA will contribute up to fifty percent (50 %) of the first four percent (4%) of qualified earnings an employee contributes to the 401(k) plan.

Section 7 - Employee Medical Examination

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

**ARTICLE 14
WAGES**

Section 1 - Wage Rates

1. The regular hourly rate of compensation is reflected in Appendix C for each job title covered by this Agreement.
2. The wage schedule for each job group contains five (5) steps as set forth below. 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 the required years of service for step movement in this bargaining unit.

Step 1	Hire Rate
Step 2	2nd Anniversary
Step 3	4th Anniversary
Step 4	6th Anniversary
Step 5	10th Anniversary

3. In an effort to enhance recruitment, and to give new employees credit for experience, the VNA of NWPA may hire individuals up to **Step 3 based on the VNA of NWPA's assessment of an employee's prior related experience.**
4. In addition to her/his base pay, a preceptor payment of fifty cents (\$.50) per hour will be paid for all time that an employee is assigned to, and performing, preceptor responsibilities.
5. Employees will be paid a **five-dollar (\$5.00)** differential that will be applied to their hourly wage rates for each hour worked in New York State.

Section 2 - On-Call

1. A system of twenty-four (24) hour home care coverage will be outlined as follows:
 - a. One (1) care provider shall be scheduled on-call duty on each day of the year. Additional care providers may be scheduled based on the needs of the VNA of NWPA.
 - b. 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. 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.

- d. The on-call shift will be scheduled one (1) day at a time, from 4:30 PM until no later than 8:00 a.m. The number of on-call hours a care provider works will be at the discretion of the VNA of NWPA. Home visits during the hours of the on-call period will generally include those of an emergency nature and unavoidable treatments outside scheduled work hours.
- e. Hospital Liaison Nurses may be assigned on-call duties on the designated holidays.
- f. New employees will not be placed on the night on-call schedule until they have completed their probationary period. 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 the day they are scheduled on call without employee consent.
- g. If the regularly scheduled on-call employee is unavailable for work, the VNA of NWPA will first attempt to obtain a volunteer to cover for the unavailable employee. In the event no one volunteers, the VNA of NWPA will assign the work to an employee in inverse seniority on a rotating basis.
- h. 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 four dollars and fifteen cents (\$4.15) per on-call hour. When the on-call employee conducts a home visit, she/he will receive time and one half (1.5) her/his regular based rate on a portal-to-portal basis, in addition to the four dollars and fifteen cents (\$4.15). The -four dollars and fifteen cents (\$4.15) per on-call hour shall not be considered part of the hourly rate for purposes of computing overtime.
- i. Employees called out in excess of four (4) hours between the hours of 12:00 a.m. and 6:00 a.m. shall be entitled to one-half (½) hour of unpaid sleeping time for each hour worked during the call-out at the beginning of the next day's shift, at the employee's option.
- j. 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 Disability or Workers' Compensation;
 - 2.) bereavement; or

- 3.) the missed assignment was covered by a voluntary replacement that the employee secured.

Such a missed assignment will be treated as an occurrence under the Time and Attendance Article, unless it falls within one of the recognized exceptions under such Article.

Section 3 - Transportation Allowance

1. Employees using their own vehicles for patient visitations and other VNA of NWPA 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 VNA of NWPA, 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 VNA of NWPA 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.

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 15 VNA of NWPA-ISSUED ELECTRONIC DEVICES

1. Each employee required to have a cell phone and/or electronic devices during working hours will be provided with the employer-issued cell phone and /or electronic device to be used for work purposes only. **Effective with the June 2024 payment, employees who do not elect to receive an employer-issued cell phone will have the annual option to receive 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.**

2. Such phones or electronic devices must be returned upon layoff, leave of absence, or other separation from employment.

3. Employees must immediately report lost, damaged, or stolen cell phones or electronic devices.

4. Misuse of VNA of NWPA issued cell phones, such as the making of unauthorized calls or use of unauthorized data, shall constitute misconduct and shall be subject to progressive discipline up to and including discharge.

**ARTICLE 16
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

FOR VNA of NWPA

Melissa Allen
Bargaining Committee Member

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

Tom Antonio, President
Local CWA 1122
Bargaining Committee Member

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

Kelly Dreier
Bargaining Committee Member

Meagan Fisher, Director of Finance
Visiting Nursing Association of WNY

William Enright, Area Vice President
Bargaining Committee Member

Susan McClaren, Esq.
Chief Negotiator

Sammie Schopf
Chief Negotiator

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

Kelly Wlodarczyk, Area Vice President
Bargaining Committee Member

APPENDIX A
Communications Workers of America

Local 1122
3775 Genesee Street
Buffalo, New York 14225
(716) 633-2211 – Fax (716) 633-9641

GRIEVANCE REPORT

Grievance # _____

File # _____

Dept: _____

1. Date of Incident: _____ Location: _____

2. Name of Grievant(s): _____ Job Title: _____

3. Rate of pay: _____ NCS D: _____ 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)

APPENDIX B



Kaleida Health

Kaleida Health VNA of NW PA Medical Plan

For a listing of participating providers, visit www.bcbswny.com.
Select "Blue National", enter KAK, select BlueCard PPO/EPO and search.



Benefit Summary	In-Network	Out-of-Network
Annual Deductible - where indicated you must pay this amount each year before the copay applies and the Plan pays for that service	N/A	\$2,000 single / \$4,000 family
Coinsurance - your share of cost	N/A	25%
Annual Out-of-Pocket Maximum	\$6,350 single / \$12,700 family	\$10,000 single / \$20,000 family
Annual Maximum		Unlimited
Lifetime Maximum		Unlimited
Medical Services		
Preventative Services	\$0	Deductible & coinsurance
Primary Care Physician (PCP) Office Visit	\$15	Deductible & coinsurance
Specialist Office Visit	\$30	Deductible & coinsurance
Diagnostic X-Rays, including MRI	\$30	Deductible & coinsurance
Laboratory Testing	\$0	Deductible & coinsurance
Physical, Occupational, or Speech therapy	\$30	Deductible & coinsurance
Chiropractor Office Visit	\$30	Deductible & coinsurance
Hospital Care		
Inpatient Hospital Stay	\$500	Deductible & coinsurance
Outpatient Surgery Facility	\$75	Deductible & coinsurance
Emergency Room Visit (waived if admitted)	\$120	\$120
Emergency Ambulance	\$120	\$120
Other Medical Services		
Urgent Care	\$60	Deductible & coinsurance
Home Health Care	\$15	Deductible & coinsurance
Durable Medical Equipment (DME)	50%	Deductible & 50% coinsurance
Orthotics	50%	Deductible & 50% coinsurance
Prescription Drug Coverage		
	In-Network	Out-of-Network
Kaleida Pharmacy (30 day supply)	\$0/\$15/\$35	Not Covered
Kaleida Pharmacy (90 day supply)	\$0/\$30/\$70	Not Covered
Retail Pharmacy (30 day supply)	\$5/\$20/\$40	Not Covered

Kaleida Health VNA of NW PA Medical Plan

Vision Services	Davis Vision Network
<i>For a list of participating providers, visit www.davisvision.com</i>	
Annual Eye Exam	\$15
Frames	40% off retail price
Standard Plastic Lenses	Single Vision \$50 Bifocal \$70 Trifocal \$105 Lenticular 20% discount
Lens Options	UV Coating \$15 Tint \$15 Standard Scratch Resistance \$15 Standard Polycarbonate \$40 Standard Progressive (Add-on to bifocal) \$65 Standard Anti-Reflective Coating \$45 Photochromic 20% discount Transition Lenses 20% discount
Contact Lens Materials	Disposable No Discount Conventional 15% discount
Laser Vision Correction	15% discount on standard fees or 5% off promotional pricing
Additional Plan Benefits	
<p>\$0 Copay Preventative Services, including but not limited to:</p>	<ul style="list-style-type: none"> - Abdominal aortic aneurysm screen - Bacteriuria Infection Screening for pregnant women - Blood pressure screening - Breast cancer mammography screenings - Breast-feeding support, supplies & counseling - Cervical cancer screening - Cholesterol screening for adults of certain ages - Colorectal cancer screening - Depression screening - HIV screening - HPV screening - Immunizations - Obesity screening & counseling - Osteoporosis screening for women over 60 - Prostate test (Prostate Specific Antigen "PSA") - Routine annual physical - Routine obstetrical/gynecological exam - Routine labs ordered as part of a routine annual physical or routine obstetrical/ gynecological exam - Sexually Transmitted Infection
<p>Personal health navigator <i>A 24/7 Health Concierge service</i></p> <p>Phone: 1-800-359-5465</p>	<p>When you or a family member, have a health care issue, simply call Health Navigator toll-free at 1-800-359-5465, 24 hours a day, seven days a week, and explain your need to the personal health advocate who immediately begins working to resolve the issue.</p> <p>How can a health navigator help you?</p> <ul style="list-style-type: none"> - Help navigating health care issues - Assistance with eldercare concerns - Research current treatments for medical conditions - Secure second opinions - Schedule appointments with hard-to-reach specialists - Unbiased health information to help make informed decisions - Untangle claims, billing and payment issues - Answers to questions about test results, treatment recommendations

This benefit summary is designed to highlight the benefits of the plan and DOES NOT detail all benefits, limitations, and exclusions. It is not a contract and may be subject to change. For more detailed information, consult your Summary Plan Description.

APPENDIX C

Group 1 - Clerical & Aide Homecare Hospice Clerk Home Health Aide		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	15.22	31,658.22	15.75	32,766.25	16.23	33,749.24
	2	15.83	32,924.54	16.38	34,076.90	16.87	35,099.21
	3	16.46	34,241.53	17.04	35,439.98	17.55	36,503.18
	4	17.12	35,611.19	17.72	36,857.58	18.25	37,963.31
	5	17.98	37,391.75	18.61	38,700.46	19.16	39,861.47

Group 2 - COTA/LPN Certified OT Assistant Licensed Practical Nurse		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	23.13	48,117.88	23.94	49,802.00	24.66	51,296.06
	2	24.06	50,042.59	24.90	51,794.08	25.65	53,347.91
	3	25.02	52,044.30	25.90	53,865.85	26.67	55,481.82
	4	26.02	54,126.07	26.93	56,020.48	27.74	57,701.10
	5	27.32	56,832.37	28.28	58,821.51	29.13	60,586.15

Group 3 - RN & Therapy Dietician Home Health Nurse Hospital Liaison Nurse Medical Social Worker Occupational Therapist		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	33.12	68,889.60	34.28	71,300.74	35.31	73,439.76
	2	34.44	71,645.18	35.65	74,152.77	36.72	76,377.35
	3	35.82	74,510.99	37.08	77,118.88	38.19	79,432.44
	4	37.26	77,491.43	38.56	80,203.63	39.72	82,609.74
	5	39.12	81,366.00	40.49	84,213.81	41.70	86,740.23

Group 4 - PT Physical Therapist		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	37.48	77,949.66	38.79	80,677.90	39.95	83,098.23
	2	38.97	81,067.65	40.34	83,905.01	41.55	86,422.16
	3	40.53	84,310.35	41.95	87,261.21	43.21	89,879.05
	4	42.16	87,682.76	43.63	90,751.66	44.94	93,474.21
	5	44.26	92,066.90	45.81	95,289.24	47.19	98,147.92

Group 5 - Speech Speech Language Pathologist		April 1, 2024 (3.5%)		April 1, 2025 (3.5%)		April 1, 2026 (3%)	
	Step	Hourly	Annually	Hourly	Annually	Hourly	Annually
	1	40.99	85,255.40	42.42	88,239.34	43.70	90,886.52
	2	42.63	88,665.62	44.12	91,768.91	45.44	94,521.98
	3	44.33	92,212.24	45.88	95,439.67	47.26	98,302.86
	4	46.11	95,900.73	47.72	99,257.26	49.15	102,234.97
	5	48.41	100,695.77	50.11	104,220.12	51.61	107,346.72