

A G R E E M E N T

Between

**VISITING NURSE ASSOCIATION
OF CLEVELAND**

and the

**OHIO NURSES ASSOCIATION/AFT,
AFL-CIO**

April 16, 2022

Through

April 15, 2025

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AGREEMENT

This Agreement is made and entered into this 16th day of April, 2022, by and between the VISITING NURSE ASSOCIATION OF CLEVELAND, a charitable, not for profit corporation organized under the laws of the State of Ohio (herein "VNA"), applicable to its facilities located in Cleveland, Ohio, and the OHIO NURSES ASSOCIATION (herein "ONA").

WITNESSETH:

WHEREAS, ONA recognizes that VNA has the responsibility and obligation of providing proper and uninterrupted nursing care for its patients, and of carrying on vital and continuous programs in nursing fields for the benefit of both individual patients and the community-at-large; and

WHEREAS, VNA recognizes ONA as the exclusive collective bargaining representative for all the bargaining unit defined herein; and

WHEREAS, it is the intent and purpose of the parties hereto in making this Agreement to meet and fulfill the responsibilities and obligations of VNA and to provide for the interests of the nurses covered by this Agreement; to avoid interruptions and interference with VNA's services to patients and its programs in nursing fields; to promote equitable employment relations and set forth herein rates of pay, hours of work, and conditions of employment for the nurses covered by this Agreement;

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

ARTICLE 1 **Recognition**

Section 1. VNA recognizes ONA as the exclusive representative of its employees in a unit described as follows:

All full-time regular and part-time registered nurses, including Intravenous therapists, Enterostomal therapists, and Pediatric Clinicians, Clinical Nurse Specialists, Triage Team Members, and Lake County VNA nurses employed by the Visiting Nurse Association of Cleveland, including the psychiatric nurse consultant, behavioral health nurses, and psychiatric nurse clinicians, staff development nurses, admission nurses, regularly scheduled PRN nurses, included pursuant to Section 11 of this Article, but excluding all Program Managers, Triage Team Coordinators, PRN nurses (not included pursuant to Section 11 of this Article), quality assurance nurses, consultants, office clerical employees, technical employees, and all other professional employees, guards, and supervisors as defined in the Act.

Section 2. Except as otherwise specifically provided in this Agreement, the term "nurse," as used herein, shall apply to and include all those registered nurses included in the unit described in Section 1 above, and shall exclude all Program Managers, PRN nurses (not included pursuant to Section 11 of this Article), Quality Assurance nurses, consultants, and all other classifications of registered nurses employed by VNA.

Section 3. The term "bargaining unit" as used herein shall include collectively all those registered nurses included within the definition of the term "nurse" in Section 2 above.

Section 4. A "full-time" nurse is defined as a nurse who has accepted employment with the understanding that she will work a regular schedule of forty (40) hours in each seven (7) day period, and that she will work weekends and holidays as assigned.

Section 5. A "regular part-time" nurse is defined as a nurse who has accepted employment with the understanding that she will normally work a regular schedule of less than forty (40) hours in each seven (7) day period, and that she will work weekends and holidays as assigned.

Section 6. For all nurses other than Weekend Program nurses, the term "weekend" as used in this Agreement shall mean the time period commencing at or about 8:00 a.m. each Saturday ending at or about 8:00 a.m. on Monday.

Section 7. Members of nursing supervision may only perform work duties normally performed by bargaining unit nurses in cases of emergency or on a short-term basis where there is inadequate staffing. VNA and ONA agree that a nursing supervisor acting as a case manager may be minimized and only used in times of staffing shortage caused by leaves of absence, vacations, and vacancies in the process of being filled or new nurses oriented. Should a supervisor need to do desktop managing due to a staffing shortage, she will have a clinician see that patient in the field as ordered by the physician. The number of cases being desktop managed by a nursing supervisor shall be a standing agenda item to review between the parties at Labor Management Committee. However, no bargaining unit position shall be permanently filled by a member of nursing supervision or by non-bargaining unit personnel.

Section 8. VNA shall not permit any employee who is not a registered nurse to perform any duty which is limited by law to registered nurses. Case management may be performed by full-time nurses: alternative shift (Monday-Friday), alternative shift other than Monday through Friday with a reduced caseload, and any PRN if they are covering vacations or leaves of absence but will not be used to cover vacant positions.

Section 9. Should VNA establish any new non-supervisory registered nurse classification after the effective date of this Agreement, it will contact the ONA and meet with ONA within thirty (30) days to discuss its status in relation to this Agreement. If the parties are unable to agree on its status, the question may be submitted to the National Labor Relations Board for resolution through unit clarification proceedings.

Section 10. Whenever the female pronoun or adjective is used in this Agreement, it shall be deemed also to include the male unless otherwise indicated.

Section 11. A "PRN nurse" is defined as a nurse who accepts or rejects work opportunities offered by VNA at its option, depending upon the nurse's availability, as determined by the nurse.

- (a) The parties recognize the importance of orientation for PRN nurses. Orientation will be based on individual needs, with each PRN nurse receiving at least twenty-four (24) hours of classroom and clinical instruction. The only exception to the above stated minimum is for nurses who are regular staff and are transferring to PRN status.

In order to maintain PRN status, a nurse must work, if offered the opportunity to do so, with two (2) hours advance notice, at least the following minimum requirements:

- (i) One weekend rotation in each calendar month;
 - (ii) One fixed general holiday set forth in Article 9, Section 6.
- (b) The VNA acknowledges that patient care delivery can be best achieved through the use of regular staff. The purpose of PRN staff is to augment regular full-time and part-time nurses and in order to provide VNA with staffing flexibility in responding to fluctuations in patient census and when nurses are off.

PRNs, non-bargaining unit and bargaining unit, will not be used to permanently replace full-time or part-time positions that have been eliminated. During a layoff, PRNs, non-bargaining unit and bargaining unit, may be utilized for overflow visits as long as overflow visits do not exceed a two-week period. PRNs, non-bargaining unit and bargaining unit, may be used for vacation and illness coverage.

Any dispute regarding application of this section shall be subject to the grievance process under Article 6. At least five (5) working days prior to a grievance hearing on this Section, ONA will be provided with all data pertaining to staffing, including but not limited to the following: total number of hours worked by PRNs during the relevant period of time, open positions for nursing staff and numbers of full-time and part-time positions. The parties will use the staffing data to discuss and attempt to resolve the staffing issue as it relates to the use of PRN staff.

Prior to utilizing PRNs in a layoff situation, the VNA will first offer those laid off registered nurses the opportunity for on-call status two (2) hours per day at the rate of five dollars (\$5.00) per hour during the hours of 8:00 a.m. to 10:00 a.m. for a period of up to two (2) weeks. Should there be a need to continue beyond the two-week period, the laid off registered nurses will be recalled. If no registered nurse accepts recall or if an insufficient number of registered nurses accept recall, then the positions will be posted for bid. The VNA will provide the local co-chairs on a bi-weekly basis, the number of PRNs utilized, the number of hours worked per PRN, the department in which each PRN worked and the number of visits made per PRN.

- (c) PRNs, non-bargaining unit and bargaining unit, may only be utilized for weekend coverage after all weekend work and alternative shift registered nurses have been scheduled.

PRN nurses shall be paid on an hourly basis and will be eligible to purchase health insurance benefits at the group rate, and will be entitled to the protections contained in the discipline and grievance arbitration articles of this Agreement, but shall not be entitled to any other provisions of this agreement.

If a bargaining unit registered nurse transfers to PRN registered nurse status, the registered nurse will assume the benefits of a PRN and shall remain a member of ONA or pay a service fee, as permitted by law. Her seniority will be frozen. If the PRN nurse fails to maintain the requirements of PRN nurse status, her seniority will terminate. However, in no case will a PRN, bargaining unit or non-bargaining unit, have seniority rights over a full-time or part-time bargaining unit registered nurse. The VNA shall maintain a separate seniority list for bargaining unit PRNs who have retained seniority after a transfer to PRN status from a full-time or part-time bargaining unit position. The VNA shall provide the above required lists to ONA via e-mail to the Labor Relations Specialist or designee. PRN registered nurses, bargaining unit or non-bargaining unit, do not accrue seniority for bargaining unit purposes under the collective bargaining agreement.

Any PRN nurse, wishing to bid on a bargaining unit position cannot be given preference over a present bargaining unit member, but will be preferred over a newly hired nurse and may receive credit for her VNA experience with one thousand three hundred fifty (1,350) visits worked equaling one year of service.

Any PRN successfully bidding into an ONA position shall be given a one (1) hour orientation to ONA per Article 3, Section 12.

Section 12. Bargaining unit nurses will be scheduled for work in their geographical area prior to any work being offered, assigned or given to bargaining unit PRN or nonbargaining unit personnel.

ARTICLE 2

Management Rights

Section 1. ONA recognizes that VNA maintains sole and exclusive rights to manage its business in such a manner as VNA shall determine. All rights, functions, and prerogatives of management not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively to VNA. VNA's right to manage its business shall include, but not be limited to, its rights to determine methods and means by which its operations are to be carried on, to determine the number and location of field units and other facilities, and the right to close down or move part of any or all field units or operations, to introduce new and improved methods or facilities or change existing methods or facilities, to assign work, to schedule hours of work including overtime, to determine staffing patterns, to determine and change all policies and procedures affecting patient care, to establish the size,

composition, and qualifications of the work force, to hire, promote, transfer, layoff, demote, reprimand, suspend, or discharge nurses for just cause, to determine and modify job classifications, to determine and change the content of the jobs of nurses, job descriptions, to maintain discipline, safety, efficiency, and order in its operations, including but not limited to the right to require FDA-approved vaccinations and both reasonable suspicion and pre-employment drug testing as conditions of employment, and to establish, modify and enforce rules of conduct. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such regulations and restrictions governing the exercise of those rights as are expressly provided in this Agreement, and ONA agrees to cooperate fully with VNA in the exercise of these rights. The ONA recognizes that it has waived its right to bargain with respect to items contained herein, but reserves the right to bargain over the effects of such decision.

Section 2. The exercise or non-exercise of rights hereby retained by VNA shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

ARTICLE 3 **ONA Membership**

Section 1. All nurses presently employed who belong to the Ohio Nurses Association shall as a condition of employment maintain their membership in good standing with that organization or pay a service fee as permitted by law, and all new employees shall as a condition of employment become members in good standing or pay a service fee as permitted by law, no later than the thirty-first (31st) day of employment or when a PRN nurse reaches 1,040 hours in a calendar year of employment and shall maintain such membership or pay a service fee as permitted by law. Once a PRN nurse becomes a member of the bargaining unit, he or she remains in the bargaining unit until the hours threshold is not met in a subsequent calendar year. ONA agrees to indemnify and save VNA harmless from any action growing out of a discharge effected at the request of ONA.

Section 2. VNA will inform each applicant for employment in a bargaining unit position of the existence of this Agreement, and of her rights upon employment with VNA. VNA agrees that it will not attempt to influence the exercise of such rights. ONA agrees that there shall be no solicitation of ONA membership or other recruiting activity of any type by any nurse during working time.

Section 3. VNA agrees to provide a newly employed nurse with a copy of this Agreement by the first day of employment. The cost of preparation of all required copies of this Agreement shall be borne equally by VNA and ONA.

Section 4. Within thirty (30) days after ratification of this Agreement, VNA shall provide ONA and the Local Unit Chair and/or designee with a list of all nurses covered by this Agreement, which shall include each nurse's address, telephone number, date of birth, date of hire, classification, office assignment and rate of pay. Quarterly thereafter, VNA shall provide ONA and the Local Unit Chair and/or designee with a list of all nurses covered by this Agreement, containing the same information as set forth above. VNA will provide lists which are complete and correct.

VNA shall provide ONA and the Local Unit Chair with a monthly list of new hires into bargaining unit positions, which shall contain the information required by the preceding paragraph. VNA shall provide ONA a list of PRNs and total hours worked by PRNs on a bi-monthly basis. VNA shall also provide ONA and the Local Unit Chair with a monthly list containing the names of all nurses promoted, terminated, and on leave of absence in the preceding month and the effective dates thereof. The VNA shall provide the above required lists to ONA via e-mail to the Labor Relations Specialist or designee.

Section 5. Representatives of ONA may enter the VNA's Administrative Offices for the purpose of meeting with VNA representatives under the Grievance Procedure provided herein and for such other scheduled meetings as the parties may agree. Such representatives shall be subject to the regulations applicable to non-employees and to such other reasonable regulations as VNA may establish and shall not interfere with the work of any nurse or the operation of VNA.

Section 6. VNA will continue to provide ONA with a bulletin board in the headquarters and in each of the satellite offices. Notices posted on the bulletin board will not be obscene or defamatory in nature. Anything determined to be concerted protected activity by the NLRB may be posted. A copy of the notices to be posted shall be given to the Director of Legal Affairs or his or her designee. If VNA has concerns with the content of a bulletin board posting, it will discuss its objections at the next Labor Management Committee meeting, at which ONA and VNA will attempt to reach a mutually satisfactory resolution.

Section 7. To the extent that staffing patterns and the needs of patient care permit, members of the ONA Negotiating Committee shall be excused from duty without pay on days on which negotiations are held. Negotiating Committee members shall advise the appropriate supervisory nurse of this intended absence under this Section as far in advance as circumstances permit. The ONA and VNA will mutually agree to preschedule dates and times for negotiations. Deviations may only occur upon mutual agreement between the parties. Up to a total of one hundred forty (140) hours will be paid for up to five (5) members of the ONA bargaining committee for actual face-to-face time spent in negotiations with the Visiting Nurse Association; provided, however, that no more than eight (8) hours will be credited for any one day of bargaining.

Section 8. VNA agrees to deduct monthly ONA membership and Local Unit dues for the succeeding month in whatever sum is designated in writing by ONA and the Local Unit Chair, respectively, from the pay of a nurse upon the receipt of a voluntary written authorization (in the form set forth in Appendix A) executed for that purpose by the nurse. Deductions will be made from the pay earned during the second pay of the month. In the event that revision of the automated payroll system necessitates a revision in the membership dues deduction schedule, VNA and ONA will confer to modify the deduction plan. Membership dues will be mailed to ONA and Local Unit dues mailed to the Local Unit Treasurer by the 10th day of the month following the month of deduction. VNA will furnish ONA and the Local Unit Treasurer, together with its check for dues, an alphabetical list of the names of all nurses for whom dues have been deducted. Deductions shall be made only for nurses authorizing both ONA membership dues and Local Unit dues deductions.

Section 9. In the event the earnings of any nurse subject to Section 8 above is less than the amount authorized to be deducted, VNA shall not be obligated to make the deduction for such

period in succeeding months, it being understood that ONA will arrange the collection of dues for any such month or months directly with the nurse.

Section 10. VNA's obligation to make any deductions required by this Article shall automatically cease upon the termination of the employment of any nurse who made such authorization or upon the transfer of any nurse to a position not covered by this Agreement.

Section 11. ONA agrees to indemnify and save VNA harmless from and against any suits, claims, demands, liabilities, costs or expenses which may be incurred by or imposed upon VNA by reason of any action taken by VNA under this Article at the request or direction of a representative of ONA or taken by VNA for the purpose of complying with any provision of this Article.

Section 12. VNA agrees to provide a one (1) hour block of paid time during the first week of a newly-employed nurse's (or former PRN's) orientation for the Local Unit Chair or her designee to meet with the newly-employed nurse (or former PRN) to explain rights and obligations under this Agreement. In addition, after one (1) month of employment the Local Unit Chair or their designee and newly employed nurses (or former PRNs) will be given one (1) hour block of paid time to meet. This time will be considered non-clinical, non-service and will reduce productivity.

Section 13. VNA will make available to the local unit locked office space at its headquarters office.

Section 14. All local ONA related activity (i.e., grievance related activity, discipline and VNA related meetings) during work hours will be recognized without loss of pay as non-service, non-clinical time and will reduce productivity, if such activity occurs during regularly scheduled work hours per Article 9, Hours of Work.

ARTICLE 4 **No Strike - No Lockout**

Section 1. During the term of this Agreement, ONA shall not, directly or indirectly, call, authorize, encourage, finance and/or assist in any way, nor shall any nurse instigate or participate directly or indirectly in any mass resignation or concerted withdrawal of services, slow down, walkout, work stoppage, sympathy strike, picketing or other interference with any operation or operations of VNA. Should any violation of this Article occur, ONA agrees to cooperate fully and completely with VNA during any such occurrence. ONA also agrees to take all actions within its power to prevent or terminate any violation of this Article.

Section 2. Any violation of Section 1 of this Article shall be cause for disciplinary action. Such disciplinary action shall not be subject to review upon any ground other than whether the nurse violated Section 1. In the event there is any mass resignation or other concerted withdrawal of services, slow down, walkout, work stoppage, sympathy strike, picketing, or other interference with VNA's operations in violation of Section 1, neither party shall negotiate upon the merits of the dispute involved until such time as the illegal action is fully terminated and normal operations have been resumed.

Section 3. In the event any violation of this Article occurs, ONA shall immediately notify all employees that the mass resignation or other concerted withdrawal of services, slow down, walkout, work stoppage, sympathy strike, picketing, or other interference with VNA's operations is prohibited by this Article and is not in any way sanctioned or approved by ONA. ONA shall also order all nurses to return to work at once.

Section 4. In the event that VNA believes that ONA or officer or agent or representative thereof, directly or indirectly, authorized, assisted, financed, encouraged, or in any way participated in any mass resignation or other concerted withdrawal of services, slow down, walkout, work stoppage, sympathy strike, picketing, or other interference with the operation of VNA, or ratified, condoned, or lent any support to any such conduct or action, VNA shall first notify ONA of said interference with its operations. If said interference with VNA's operations is not terminated immediately, VNA may forthwith submit this alleged or asserted breach of this article as a grievance to arbitration by notice to the American Arbitration Association's Cleveland Regional Office, which shall immediately appoint an arbitrator to hear and decide the issue within twenty-four (24) hours of such notification. The arbitrator shall be empowered to grant injunctive and such other relief as he may deem appropriate, and ONA hereby consents to the entry by or on behalf of VNA of a judgment and order in any court of competent jurisdiction based upon the Arbitrator's award and for the purpose of permitting VNA to enforce and implement the award.

Section 5. The exercise or non-exercise by VNA of the rights granted to it under Section 4 of this Article shall not preclude either part from the exercise of any other rights it may have in law or equity in the event of a violation of this Article.

Section 6. VNA shall not lock out any or all of its nurses during the life of this Agreement. For purposes of this Agreement, a lockout shall be defined as the temporary laying off of nurses solely as a means of bringing economic pressure to bear in support of VNA's collective bargaining position, and shall not include layoffs because of lack of work or disciplinary layoffs.

ARTICLE 5

Professional Relations

Section 1. In accordance with existing practices, full-time nurses who have completed six (6) months of continuous service shall be eligible to attend institutions, seminars or other appropriate programs of benefit to VNA and to the professional development of the nurse involved. If attendance at CNE involves travel over 300 miles one way, then two (2) days of CNE time may be used for travel to and from. Attendance at such programs shall be on the basis of mutual agreement by VNA and the nurse and shall be without loss of pay to the extent provided in the following schedule:

<u>Paid Hours Per Length of Continuous Service</u>	<u>Anniversary Year</u>
24	Six (6) months but less than five (5) years
40	Five (5) years but less than ten (10) years

56	Ten (10) years or more
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Section 2. A nurse who attends an institute, seminar or other appropriate program pursuant to the provisions of Section 2 of this Article, may request that VNA reimburses payment of the registration fee according to the following schedule:

<u>Maximum Fee Paid by VNA Per Length of Continuous Service</u>	<u>Anniversary Year</u>
\$400	Six (6) months but less than five (5) years
\$525	Five (5) years but less than ten (10) years
\$700	Ten (10) years or more

Any nurse with more than six (6) months length of continuous service and less than one (1) year length of continuous service, who receives combined monies and hours under this provision, shall return such monies in the event that she voluntarily terminates her employment before she has completed one (1) year of employment with VNA. A nurse may combine fee monies and hours for the two (2) year term following the nurse's anniversary date. Subject to VNA approval, fees may be used for any expenses related to attendance at the program.

Section 3. If an employee is requested by VNA to attend a program, VNA will pay the fees and expenses related to the program and the employee's regular salary for the time involved. These will not be deducted from yearly maximums. VNA will pay on a straight time basis for time spent at the program if the program is held during off-duty time.

Section 4. Part-time nurses who have completed six (6) months of continuous service are eligible for continuing education benefits provided in this Article on a pro-rated basis based on actual time worked. For purposes of this Section, two-thousand eighty (2,080) hours shall be used for prorating the benefits provided herein.

Section 5. VNA recognizes the right of a nurse to adhere to the Code for Nurses adopted by the ANA in 1950, as revised in 1960, 1968, 1976, and 2001, provided, however, that no interpretation of the Code by any nurse shall be binding on VNA. The ANA Code for Nurses is not a part of this Agreement. Since by law VNA is ultimately responsible for all patient care performed through its Patient Services Centers, ONA agrees that neither VNA, its Administration, its employees nor any physicians working in conjunction with VNA are subject to the ANA Code for Nurses.

- (a) A nurse may decline to carry out a directive on the grounds that the nurse considers the directive to be either unethical or beyond the nurse's competency. If VNA determines that the directive is unethical or beyond her competency, the nurse shall not be disciplined. Any disciplinary action which may be taken may be processed as a grievance at Step II of the grievance procedure. If the grievance proceeds to arbitration, the parties shall specify on the Request Form that all arbitrators shall be members of the National Academy of Arbitrators. The decision of the arbitrator with respect to whether a particular nurse was competent to carry out a directive will be binding upon VNA, ONA, and the individual nurse. The decision of the

arbitrator as to whether the directive involved was ethical will be binding upon all nurses, VNA, and ONA. In determining whether a directive was either ethical or within the competency of the nurse involved, the arbitrator will take into consideration all pertinent circumstances, including whether the situation was an emergency.

- (b) A nurse may be disciplined for conduct which VNA deems to be unethical or for assuming duties which VNA deems to be beyond the nurse's competency, in which event the disciplinary action will be subject to the grievance procedure set forth above in paragraph (a).
- (c) In the event that grievances arising under this Section proceed to arbitration, it is understood that either party may introduce the ANA Code for Nurses. The Code shall be one factor, together with all other relevant facts and circumstances, to be considered by the arbitrator under the provisions of this Agreement.

Section 6. Current and uniform Agency policy and procedure manuals shall be kept on the VNA intranet (which shall serve as the complete and official versions of the manuals). Whenever possible, notification will be given three (3) weeks prior to implementation. All new policies relating to the bargaining unit are reviewable by the ONA at that time or grievable as they are applied after implementation.

Section 7. Each nurse shall be evaluated at the completion of her probationary period and annually no later than March 15 of each year. Each evaluation shall be done by the nurse's Clinical Manager or their designated manager based on direct knowledge of the nurse's performance which shall include field observations. The evaluation shall be written and a copy thereof shall be given to the nurse. The nurse shall sign the evaluation solely to evidence receipt thereof and with the understanding that her signature does not necessarily indicate concurrence with the contents thereof. In addition to the above, the nurse may also submit a self-evaluation concerning her performance and a written rebuttal to be permanently placed into the nurse's personnel file, such rebuttal to be submitted within fifteen (15) working days. Each evaluation shall be done by the nurse's Clinical Manager or their designated manager; provided, however, that the joint visit and clinical portion of the evaluation shall be completed by the Registered Nurse Clinical Manager or their designated manager.

Section 8. Each nurse shall have the right to review their personnel file by appointment with the Human Resources representative and the review is in the presence of the Human Resources representative. The nurse shall give advance notice of their desire to review their file to Human Resources and a meeting shall be scheduled at a mutually convenient time. Nothing contained in the file will be removed during this review; provided, however, that a nurse desiring a copy of any document(s) contained in their personnel file may obtain a copy of said document(s). In taking disciplinary action against any employee, the VNA shall not consider any disciplinary action taken against the employee more than one (1) year before the incident upon which the disciplinary action is based.

Section 9. VNA will continue its existing practice of providing tuition reimbursement to full-time nurses who have completed one (1) year of continuous service subject to the following conditions:

- (a) The nurse shall maintain employment throughout the time period she is attending courses for which funds are requested.
- (b) Assistance, if granted, shall include payment of tuition, education related fees, textbook costs, and course fees. Reimbursements shall be a maximum of twelve thousand dollars (\$12,000.00) per calendar year for full-time employees. Part-time employees' maximums will be pro-rated based on hours worked. A nurse must earn a grade of at least "C" or its equivalent to be eligible for tuition reimbursement.
- (c) A course must be directly related to her position responsibilities or to future service within VNA. Courses must be provided by an accredited school, college, or university. If a course is not directly related to a job but is necessary to satisfy the requirements to obtain a job-related degree, this course will be considered job related.
- (d) If a nurse does not complete one (1) year of continuous service with VNA following her graduation, all tuition reimbursement paid by the VNA will need to be paid back.
- (e) A nurse who is eligible for allowances from other sources including GI Bill, scholarship, fellowship, etc., must promptly notify VNA of such eligibility. Nurses may receive tuition reimbursement funds from VNA to the extent that tuition and lab fees for a course exceed such allowances from other sources.
- (f) Employees must maintain an eligible status through the reimbursement date to be eligible for reimbursement. If an employee's status changes from full-time to PRN during the current grading period, the employee will no longer be eligible for reimbursement. If a nurse goes from full-time to part-time status, her fund eligibility will likewise be reduced to the part-time reimbursement level. An employee who is terminated due to work reduction will be eligible for reimbursements that were previously approved for the current academic term. Employees who resign or are terminated will not be eligible for reimbursement.

Section 10. VNA will endeavor to provide twenty-four (24) but will provide no less than five (5) accredited contact hours per year in-house on work time. Mandatory C.N.E. in-services that offer contact hours shall not be deducted from a nurse's CNE allowances as stated in Article V, Section 2.

Section 11. If required by the VNA, VNA will pay one hundred percent (100%) of the cost of specialty certification exam(s) and will pay nurse taking the specialty certification exam for eight (8) hours, at regular rate of pay, on the day of the exam. If required by the VNA, the VNA will pay one hundred percent (100%) the cost of the specialty recertification application or exam fees and will pay nurse taking the specialty recertification exam for eight (8) hours, at regular rate of pay, on the day of the exam. If required by the VNA, the VNA will pay up to two hundred fifty dollars (\$250.00) for time spent in VNA sponsored or other certification exam preparation class. Payment for specialty certification exams and fees is in addition to and separate from continuing

education monies. Upon successful completion of a certification examination, a nurse will receive a payment of two hundred fifty dollars (\$250.00) tax free. If ONA and VNA agree to a specialty certification, the employee will be compensated as above.

Section 12. Mandatory in-service on computer updates will be provided by the VNA. All changes/updates not requiring an in-service will be provided to the nurse in writing.

ARTICLE 6

Grievance Procedure

Section 1. For the purposes of this Agreement, the term "grievance" is defined as a dispute between VNA and ONA, or between VNA and a nurse concerning the interpretation and/or application of, or compliance with, any provision of this Agreement. Grievances shall be processed in accordance with the following procedure.

Step 1. A nurse having a grievance must present it in writing to the Vice President Human Resources/CEO or designee within twenty (20) working days after the nurse had or reasonably should have had knowledge of the event upon which it is based. The grievance shall contain a statement of the facts upon which it is based, the section of the Agreement allegedly violated, and the remedy requested. The grievant may be accompanied by a Local Unit representative and an ONA representative at the grievance hearing. The Vice President Human Resources/CEO or designee shall give the answer in writing within twenty (20) working days after the meeting, by mailing a copy to ONA, the local unit and the grievant.

Step 2. Mediation. If the grievance is not resolved at Step 1, it may be presented to a mutually chosen Federal Mediation and Conciliation Service mediator at a mutually scheduled grievance mediation session. The Parties agree they will make every effort to provide each other with any and all information, which will facilitate the resolution of the outstanding grievance. At the grievance mediation session, the mediator shall hear all the issues presented by both parties, and aid in creating alternative options to resolve the grievance. Any grievance settlement, be it a compromise between the parties, and/or a fully or partially granted or withdrawn grievance, shall be in writing and signed at the grievance mediation session. Any settlement discussions held in the course of the grievance mediation process shall be considered confidential.

Step 3. Arbitration Process. If the grievance is not satisfactorily resolved at Step 1, it may be submitted to an impartial arbitrator for disposition upon the request of ONA under the rules and procedures of the Federal Mediation and Conciliation Service. The request shall be made in writing, within twenty (20) working days after the outcome of the grievance mediation session in Step 2 of this procedure. In addition, the ONA shall, within said twenty (20) day period, request a panel of arbitrators unless such time limit is extended by the mutual agreement of the parties. ONA will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall use the strike-off method to designate one of the members of the panel to serve as the arbitrator to hear the grievance. After

alternate striking of three (3) arbitrators by each party, the arbitrator whose name remains shall be the one selected to hear and decide the grievance.

Section 2. The time limitations provided for in this Article may be extended by mutual agreement of VNA and ONA. Working days, as used herein, shall not include Saturdays, Sundays and contractually designated holidays. Any grievance not timely presented for disposition at Step 1 or not appealed within the time limits set forth in Section 1 shall not thereafter be considered a grievance under this Agreement. Any disposition of a grievance accepted by VNA or ONA or not appealed shall be final and conclusive and binding upon all nurses, VNA and ONA with reference to the individuals, dates, and subject matter involved in said grievance, except in the case where VNA's or ONA's failure to timely respond is due to the absence of the individual responsible for responding to the prior step appeal. In such cases, the grievance shall not be considered resolved and the time limits provided herein will be automatically extended to the third working day following such individual's return to work.

Section 3. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Article. The arbitrator shall have no authority to add to, or subtract from, or amend or modify in any way the terms, conditions, or provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all nurses, VNA, and ONA.

Section 4. The fees and expenses of the arbitrator, including the cost of the transcript (if jointly ordered), shall be borne equally by the parties, and each party will pay the cost of preparing and presenting its case to the arbitrator.

Section 5. Grievances will be heard at Step 1 during normal working hours without loss of pay and will be considered non-service non-clinical time and will reduce productivity, if there is no interference with the operational needs of VNA, or with the needs of patient care. Further, one local unit representative, the grievant, and witnesses called by either party may attend the arbitration proceeding without loss of pay. In the case of a grievance involving a single issue uniformly applicable to a substantial number of nurses, more than one local representative may attend on behalf of ONA.

Section 6. The parties will mutually agree upon a standing monthly first step grievance meeting to hear all grievances filed the previous month. If a grievant is not available, the grievance will be forwarded to next month.

ARTICLE 7

Employment

Section 1. In seeking new or additional nurses, VNA shall first offer employment to those of its nurses who are qualified to perform the available work and who are on lay-off status in accordance with the seniority provisions of this Agreement. Nothing herein contained, however, shall prevent VNA, in the event of an emergency, from recalling or employing anyone, without regard to the provisions of this Section if immediate employment is necessary for health, care or safety of the patients, until such time as the recall provisions of this Agreement may be completed.

Section 2. Newly employed nurses and nurses reemployed after a break in continuous service as defined in Article 10 of this Agreement shall be considered on probation for a period of four (4) continuous months. During the probationary period, VNA may terminate the nurse and such termination shall not be subject to the Grievance Procedure contained in this Agreement. However, should a nurse be terminated, she has a right to ONA representation at the termination/exit interview.

Section 3. During the probationary period, a nurse shall have no seniority rights under this Agreement, but at the end of the period, if retained in VNA's employ, the nurse's seniority shall be computed from the last date of hire.

Section 4. Outside Employment. VNA nurses may engage in additional paid employment as a registered nurse, including but not limited to employment in the home health occupation or specialty which she/he normally performs at the VNA, at other Cleveland home health providers and agencies, so long as such outside employment does not occur during a nurse's scheduled working hours and does not constitute a conflict of interest with the VNA.

ARTICLE 8

Orientation

Section 1. Orientation Program. All newly employed nurses will participate in the following orientation program.

Clinical Development will work with all newly employed nurses. During this orientation, Clinical Development will be available to provide instruction, including but not limited to case management, joint home visits, skills, procedures, treatments, and documentation. In general, orientation will take eight (8) weeks, but this timeframe may be adjusted by VNA according to the nurse's prior experience, demonstrated competence, and time management.

New nurses will be assigned a Clinical Manager and will be precepted in the field by a preceptor and/or Clinical Development to acquire knowledge concerning basic nursing procedures, VNA policies, and standard operating procedures. New hires should complete administrative overviews, tablet training, and skills assessments prior to transitioning to field training. A nurse will not be asked to perform skills, procedures, and treatments until such instruction or review has been provided. Orientation can include interdisciplinary experiences, making joint visits with other departments and disciplines (i.e., Hospice, Mental Health, SW, Rehab, etc.).

After the completion of this initial training, the new nurse will be assigned to handle a limited case load of no more than ten (10) patients and then have gradual increase as their proficiency develops. New nurses will not be expected to cover visits independently until they demonstrate competence as determined by Clinical Development, and the nurse's Clinical Manager.

There shall be a field evaluation completed by the Clinical Manager at the completion of the orientation program and the new nurse shall receive a copy during an evaluation conference.

Section 2. During the orientation period, the new nurse shall have weekly conferences with the Clinical Manager to review her progress and suggested areas of further needed experience.

Additional conferences may be requested by the orienting nurse. All efforts will be made to utilize Clinical Development for any skills identified as needing review or requested by the new nurse.

Section 3. At the end of their orientation, if a nurse has not become eligible for full participation, the orientation may be extended, after the nurse has received a field evaluation by the Clinical Manager. VNA will notify ONA local co-chair or designee of the orientation extension. The extension may not exceed sixty (60) calendar days after the end of the initial orientation period.

Section 4. All newly employed nurses will participate in VNA's agency wide orientation program when the program is offered following their date of employment. Whenever possible, a newly employed nurse's date of hire shall coincide with the start of the orientation program.

Section 5. A nurse will not be assigned to psychiatric patients to treat active psychiatric conditions unless she has prior experience in the mental health field or has completed proper orientation.

Section 6. A nurse will normally not be assigned to a "child at risk" diagnosed case or one subsequently diagnosed as a "child at risk" case unless she has prior experience with cases of that nature or has received instruction in that area. It is preferred that this type of case be referred to the pediatric clinician.

Section 7. Nonoriented nurses shall not be assigned Hospice, Special Care, Peds, IV Team, Mental Health, and ET cases.

Section 8. For nurses returning from an extended absence of three (3) months or longer (e.g., lay-off, LOA, termination), the VNA will extend a special orientation to update them of any changes in paperwork, policies, procedures, and practices. This orientation will be tailored to the needs of the individual nurse.

Section 9. New Clinical Development instructors will receive a formal Staff Development orientation as developed by the VNA which will include but not be limited to orientation to:

1. Orientation of new hires
2. C.E. process
3. In-service process
4. CPR process
5. Meeting with key agency administrators, and others with whom the instructors will interface
6. Departmental procedures
7. Electronic Medical Record Training

8. Quality & Compliance

ARTICLE 9
Hours of Work

Section 1. The normal work week for full time nurses, except as otherwise provided in this Agreement and as set forth in job descriptions, shall consist of forty (40) hours within a seven (7) day period. VNA shall set the work schedule and hours of work for nurses based upon its patient care and operational needs except that current VNA nurses on the date of ratification shall have the option of maintaining their schedules.

Section 2. VNA shall be able to create and post positions with work schedules outside of the normal shifts of work. Scheduled shifts can include the following:

- (a) Any five (5) shifts at eight (8) hours per shift within a seven (7) day period with a weekend and holiday rotation commitment.
- (b) Any four (4) shifts or three (3) shifts at ten (10) hours per shift.
- (c) Any three shifts at twelve and a half (12.5) hours per shift within a seven (7) day period with a weekend and holiday rotation commitment.
- (d) Any combinations of Friday/Saturday/Sunday, e.g. Friday/Saturday, Saturday/Sunday, Friday/Sunday that are either two twelve (12) hour shifts or three eight (8) hour shifts.

With fourteen (14) days' notice, to meet the needs of patients, VNA shall have the right to make temporary changes to an individual nurse's regular work hours, provided that such change shall be limited to twenty (20) days per quarter. Changes with less than fourteen (14) days' notice to a nurse's regular work hours may be made with the consent of the affected nurse.

Any nurse regularly assigned to work at least one (1) weekend day per week shall be excluded from the weekend rotation.

Section 3. Weekend Rotation.

- (a) In addition to their regular work, employees will work a rotating weekend commitment when needed by the VNA. Employees will rotate within their specific programs, except that employees who are regularly assigned to work at least one (1) weekend day per week shall not be required to work weekend rotations. The maximum weekend rotation requirement for full-time employees shall be two (2) weekend days every six (6) weeks, and one (1) weekend day every six (6) weeks for part-time and PRN employees. The weekend work rotation obligation does not apply to Clinical Development Nurses.

- (b) The weekend rotation employee will be on duty from 8:00 a.m. to 4:30 p.m. If there are two (2) or more cases requiring an 8:00 a.m. visit (i.e. diabetics), the employee may commence work prior to 8:00 a.m., with prior supervisory approval.
- (c) Based on staffing needs, for a weekend rotation of two (2) days, all full-time and part-time nurses who are scheduled to work as a .6 FTE or more will be scheduled for one (1) day off between Monday and Friday of the workweek prior to the weekend and one (1) day off between Monday and Friday of the workweek immediately following the weekend. At the time of scheduling, the employee on rotation may submit requests for particular days off. In the event of a conflict in the selection of days off, seniority will prevail.
- (d) If scheduled and cancelled on a weekend assignment, the time scheduled shall be counted as the employee's weekend commitment.
- (e) Voluntary Weekend Pool. The request for volunteers will be posted with the quarterly weekend schedule. The following shall apply to the volunteer pool of weekend work:
 - 1. Volunteering in this pool shall not alleviate the duty of a nurse to work his or her required weekends.
 - 2. Nurses who volunteer shall only be paid for hours worked.
 - 3. The VNA shall not guarantee hours to those who volunteer.
 - 4. There shall be no minimum or maximum amount of time required of the nurses to volunteer. A nurse may, at her discretion, volunteer for a single day on the weekend or the entire weekend.
 - 5. The standard of assignment of work on the weekend in all departments shall be as follows:
 - (i) Scheduled nurses
 - (ii) Voluntary Pool
 - (iii) PRNs weekend rotation under Article 1, Section 11(a)(i)

Section 4. VNA shall keep the mandation list up-to-date for each Department by weekdays and weekends. As the mandation list is used and updated, it shall be shared by email with the nurses.

Section 5. A nurse who agrees to work an alternative shift or schedule shall be compensated at a rate of two dollars (\$2.00) above her regular rate for all hours worked while working on this schedule.

Alternative shift nurses shall fall in the same holiday rotation as noted in Section 6, when a holiday falls on a regularly scheduled day off, a nurse working alternative shift will be granted

another day off that same week as scheduled by mutual agreement between nurse and his or her manager.

Section 6. Holiday Rotation.

- (a) In addition to their regular work, all full-time, part-time and PRN employees will work a rotating holiday commitment for the holidays listed below. Employees will rotate within their specific programs. The holiday work rotation obligation does not apply to Clinical Development Nurses.
- (b) For the period between November 1, 2019 and October 31, 2020, the maximum holiday rotation requirement shall be three (3) holidays per year per full-time employee and three (3) holidays per year for part-time and two (2) for PRN employees. For all employees, holidays will be split into two different categories and employees may be scheduled for one (1) holiday in each category in a calendar year (such days to count toward rotation above):

Summer	Winter
Memorial Day	Thanksgiving
Independence Day	Christmas
Labor Day	New Year's Day

Effective November 1, 2020, nurses shall be entitled to the following paid holidays each year: New Year's Day; Martin Luther King Day or President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. The maximum holiday rotation requirement shall be three (3) holidays per year full-time employee, three (3) holidays per year for part-time and two (2) for PRN employees. For all employees, holidays will be split into three different categories and employees may be scheduled for one (1) holiday in each category in a calendar year (such days to count toward rotation above). PRN employees may be scheduled for one (1) holiday in the Summer and Winter categories.

Summer	Winter	Other
Memorial Day	Thanksgiving Day	Martin Luther King Day
Independence Day	Christmas	President's Day
Labor Day	New Year's Day	

Section 7. Holiday on-call scheduling will be on the basis of seniority and preference. The VNA will not schedule an RN for more than three (3) holidays in a calendar year, unless the nurse agrees. However, an RN may trade or give his/her holiday to a qualified RN desiring to work that holiday.

Section 8. Redistricting must occur as a team effort with consensual agreement among nurses; however, if agreement cannot be reached, then seniority will take preference. This will be done with advanced notice to allow the process to take place. For efficiency purposes, Nurses and Management will work together to create an assignment map that ensures assigned areas are substantially equal in workload and ease of travel, not solely on geography.

Section 9. Float and Alternative Shift Nurses will be assigned recognizing the importance of minimizing travel time and ensuring continuity of care.

Section 10. Attempts will be made to have float nurse assignments available before the start of an assigned shift. For every hour that the assignment is received after the start of an assigned shift, the float nurse's expected productivity is decreased by one (1) productivity point.

ARTICLE 10

Seniority

Section 1. Seniority is the right of a nurse to continue in the employment of VNA and to exercise job rights under the terms and conditions of this Agreement. Seniority is defined as the length of time a nurse has been continuously employed by VNA in the bargaining unit as a registered nurse from her last date of employment, provided that she has successfully completed her probationary period.

Section 2. Seniority shall be broken when a nurse:

- (a) Quits, resigns or retires;
- (b) Is terminated for cause;
- (c) Exceeds an approved leave of absence unless proper excuse is provided;
- (d) Is absent for three (3) consecutive working days without notifying VNA, unless proper excuse is provided;
- (e) Fails to report after recall from lay-off within three (3) working days after notification unless proper excuse is provided;
- (f) Is laid off for twelve (12) consecutive months; or
- (g) Is on sick leave, disability or workers' compensation for twenty-four (24) consecutive months.

Section 3. Seniority and years of continuous service shall be computed on the basis of calendar years of service computed from a nurse's last date of hire with one (1) year of seniority and continuous service accruing on the nurse's anniversary date of hire. In cases where there are two or more nurses with equal seniority, ties shall be broken by comparing dates of hire. If two or more nurses have the same date of hire, the last two digits of the nurses' social security numbers will be used to break the tie with the highest number being the most senior.

Section 4. Should a temporary reduction of the nursing force for a period not to exceed one (1) week be required, such temporary layoff shall be effected by seeking voluntary time off from among the affected nurses. Such voluntary time off can be paid (using any accrued time) or unpaid, in any case at the nurse's option. If the required reduction cannot be effected in this manner, then temporary layoffs shall be made by inverse order of bargaining unit seniority, provided that VNA must retain nurses having the skill, ability, and experience, as determined by

VNA, to perform the remaining work satisfactorily and efficiently. Any nurse so laid off will be given a minimum of forty-eight (48) hours' notice of such layoff unless such layoff is necessitated by circumstances beyond VNA's control. Nurses laid off under this section shall be recalled to work in accordance with their previously established schedule, and shall be given at least forty-eight (48) hours' notice of recall.

Section 5. The seniority list shall be updated by VNA on April 15, July 15, October 15, and January 15. The VNA shall provide the above required lists to ONA via e-mail to the Labor Relations Specialist or designee and Chair/Co-Chair of the bargaining unit.

Section 6. Should a general reduction in the nursing force become necessary, such layoff shall be effected by posting that the agency is requesting a general reduction of workforce first through voluntary lay off. Such voluntary layoff can be paid (using any accrued time) or unpaid, in any case at the nurse's option. If the reduction cannot be effected in this manner, then all non-bargaining unit nurses shall be laid off or terminated first. Thereafter, if a further reduction is necessary, layoffs shall be made by inverse order of bargaining unit seniority with probationary nurses being laid off first then bargaining unit PRNs, and lastly full-time and part-time RNs provided in all cases that the remaining nurses shall have the skill, ability, and qualifications with appropriate orientation to perform the work required satisfactorily and efficiently, and provided further that the nurses who remain shall be required to work as scheduled and assigned by VNA so that VNA's staffing needs, as determined by VNA, shall be fully met. For any orientation that has been approved for contact hours, the nurse will be required to utilize her allocated CNE's. VNA will give one (1) week's notice to any nurse subject to a layoff or regular pay in lieu of such notice. ONA will be notified in advance of such time as well. Any nurse laid off pursuant to this provision may choose to bid on any vacancy, choose layoff, or choose to bump a less senior nurse in the bargaining unit (other than a mental health nurse, pediatric nurse, or a nurse holding a certification in either IV or Special Care/Hospice), unless such bumping RN has certification in mental health, and/or experience in pediatrics, and any such nurse will be provided with an appropriate orientation for any new position she has bumped into. Any nurse who bumps into another position shall retain and accrue all seniority and benefits under the Agreement.

Section 7. Recall from layoffs effected under the provisions of Section 6 above shall be in the inverse order of layoff, that is, the last nurse laid off shall be the first nurse recalled, subject in all cases to the standards and procedures set forth in Section 6. No new nurse shall be hired until all nurses on layoff have been recalled. Nurses on layoff shall continue to accrue seniority as of the date of the layoff through a one (1) year period of recall standing. A nurse's seniority date shall not be changed because of a period of layoff.

Section 8. Nurses being recalled to work after layoff pursuant to Section 6 above shall be notified by VNA by certified mail sent to each nurse's last known address as shown on VNA's personnel records as of that date and she shall have three (3) working days to notify VNA of her intent to return to work. A nurse who is working for another employer during layoff will have ten (10) working days of her notification to return to work at VNA. A nurse who is not working for another employer during layoff will have five (5) working days of her notification to return to work at VNA. Exceptions to the above will be considered on a case-by-case basis. It shall be the responsibility of each nurse to keep VNA's Chief Human Resources Officer informed of her current address and telephone number.

Section 9. For purposes of this Article, a vacancy shall be defined as a permanent opening in any bargaining unit position or in a new non-supervisory registered nurse classification which is made subject to this Agreement pursuant to the provisions of Section 9 of Article I, where VNA has increased the number of regular positions available or where an opening occurs in a position which VNA desires to fill and has declared to be a vacancy.

Section 10. When a vacancy occurs from a change in hours of operation within a department, it will be bid within the department first. When a vacancy occurs, VNA shall post a notice of the vacancy, internally in Human Resources, through e-mail to the Union membership, and on the VNA website, which shall state the location in which the vacancy exists, the qualifications for the position, and the time that bidding will be closed. The VNA shall provide written notice of the posting to ONA local leadership within three (3) working days of the posting. Such notice shall remain posted for five (5) working days. A nurse with six (6) months of continuous service from her last date of hire and has been in her current position for at least six (6) months, who wishes to be considered for the vacancy shall so indicate in writing to her Clinical Manager by the end of the posting period. The six (6) month waiting period applies only to those nurses who have voluntarily bid or transferred into their current position. Nurses who have transferred as a result of lay-off will not be held to the six (6) month time-frame until after their first bid into a position following return from said lay-off. If a nurse going on vacation or leave of absence is aware of a vacancy which will occur during her absence, she may submit a written bid for the vacancy to the Chief Human Resources Officer prior to her departure. Should the anticipated vacancy occur during her absence, she will be considered for the vacancy together with all other bidders under the criteria set forth below, provided that she will be available to fill the vacancy at the time it is awarded.

Section 11. All bids filed in accordance with Section 10 above shall be considered, and the vacancy shall be awarded within five (5) calendar days after the end of the posting period on the basis of skill, ability, experience and seniority. The ONA leadership shall be provided the name of the nurse awarded the vacancy within three (3) working days of the award declaration. Transfers will be effective within sixty (60) calendar days of being awarded the bid. If the skill, ability and experience of two or more bidders is substantially equal, seniority shall control. If no bids are received, or if none of the bidders are qualified, VNA may fill the vacancy by hiring or other means.

Section 12. A nurse awarded a vacancy under the procedure set forth in Section 11 shall be allowed a reasonable trial period not to exceed ten (10) working days within which to demonstrate her qualifications for the position. Such trial period may be extended for up to ten (10) additional working days, not to exceed a total of twenty (20) days. In the event the nurse does not qualify for the position, she shall be returned to her former position.

Section 13. VNA may temporarily transfer a nurse for a period not to exceed twenty (20) working days in cases of emergency, or to fill the position of a nurse who is absent or on other approved leave of absence, or to provide vacation relief scheduling, or to fill a vacancy temporarily pending permanent filling of such vacancy in accordance with this Article. When a temporary transfer is required, VNA shall first seek a volunteer. If there is no volunteer, VNA shall temporarily transfer the junior nurse possessing the qualifications required for the position; this rotation procedure shall be used throughout each contract year and on the anniversary date of the

contract, the rotation will begin again by inverse order of seniority beginning with the least senior nurse. Specialty nurses, i.e., Peds, IV, ET, special care, mental health, hospice nurses shall be excluded from the rotation.

Section 14. Should a nurse be promoted to a position outside of the bargaining unit after the effective date of this Agreement, she shall continue to accrue seniority under this Agreement for a period of ninety (90) calendar days, during which time she may return to a classification covered by this Agreement with all accrued seniority. Thereafter, her seniority shall be lost, and should she thereafter seek employment in a bargaining unit position, she shall be considered for all purposes under this Agreement as an applicant for employment. Nothing contained in this Article or this Agreement shall prevent VNA from terminating any nurse employed in any category not covered by this Agreement during said ninety (90) day period, and such termination shall not be subject to the grievance and arbitration provisions contained in this Agreement. In that case, any seniority which such nurse may have had under this Agreement shall be lost and she shall have no right to return to any position covered by this Agreement.

ARTICLE 11

Discipline

Section 1. VNA shall have the right to discipline or discharge any nurse for just cause. VNA shall give the nurse notice that the meeting is going to possibly lead to discipline and she has the right to an ONA representative at the meeting. VNA agrees that such protection shall likewise be afforded with respect to any peer assistance program intervention.

Section 2. A nurse shall have the right, at her request, to the presence of a local unit representative at any meeting to which she is called at VNA's request. If an ONA local unit representative is not available, the meeting will be postponed, if possible, until a representative is available. If the meeting cannot be postponed because of the nature of the infraction and no local unit representative is available, the nurse may request the presence of another bargaining unit member.

Section 3. VNA will contact an ONA local unit representative prior to any disciplinary meeting and inform ONA of the anticipated level of discipline to be issued, if any. A nurse who is to be disciplined shall be given a copy of the disciplinary action notice at the time such action is taken against her. When a nurse is to be suspended or discharged, an ONA local unit representative will attend the meeting at the request of the nurse, and a copy of the disciplinary action notice will be faxed and mailed to ONA and placed in an agreed upon location for the Local Unit Chairperson not later than the next working day after the action was taken.

Section 4. VNA recognizes the right of a nurse to appeal disciplinary action taken against her through the grievance procedure provided for in this Agreement, including the reasonableness of any work rule relied upon in taking the action.

Section 5. The Local Unit Chairperson shall designate in writing to Human Resources those bargaining unit members authorized to act as Local Unit Representatives in connection with the processing of grievances. Human Resources shall be advised promptly in writing of all changes.

Section 6. In the case of a discharge or suspension, VNA will recognize a grievance timely initiated by ONA where the nurse affected was unable to file a grievance within the time limit provided herein because of circumstances beyond her control. In any event, the time limits set forth in Article 6 shall apply.

Section 7. In taking disciplinary action against any employee, the VNA shall not consider any disciplinary action taken against the employee more than one (1) year before the incident upon which the disciplinary action is based.

Section 8. All written disciplinary records and disciplinary Conference Records shall be expunged from the nurse's file (HRD, Manager, COO, etc.) after two (2) years post occurrence.

ARTICLE 12

Termination of Employment

Section 1. A nurse who resigns shall give VNA at least three (3) weeks written notice in advance of her termination date. Previously scheduled, approved paid time off that has been approved eight (8) weeks prior to notice of termination, may be taken after this notice is given and will be counted toward the three (3) weeks written notice. All resignations shall be addressed to the nurse's Clinical Manager. Should a nurse fail to comply with this notice provision, she may not be given any reference or recommendation by VNA.

Section 2. In all cases of termination, a nurse may request and be granted an exit interview with either the Vice President of Labor Relations or a designee, so long as the designee is in upper management and is not the nurse's immediate supervisor. This interview may be conducted in-person, by conference call, or by other electronic means.

Section 3. A nurse giving the full three (3) week or more notice shall be permitted to work the period specified. Unless for just cause, should VNA release a nurse prior to the completion of the three (3) week period, they shall be paid their regular rate of pay for the remainder of the period.

Section 4. A nurse returning to work after termination from employment shall be notified by VNA by certified mail sent to his/her last known address and he/she shall have three (3) working days from receipt to notify VNA of his/her intent to return to work and must return within ten (10) working days of his/her notification to VNA. Back pay damages will cease to accrue upon the nurse's receipt of notification from VNA to return to work.

ARTICLE 13

Leave of Absence

Section 1. To be eligible for any benefit provided for in this Article, a nurse must have completed six (6) months of continuous service and have successfully completed her probationary period, unless otherwise provided. All leaves of absence and any extensions thereof shall be without pay or other economic benefits, except as otherwise provided herein or as required by law. Seniority will accrue for all purposes under this Agreement for that part of any leave of absence for which the nurse receives wages or paid sick time.

Unless prohibited by the Family and Medical Leave Act of 1993, VNA may permanently fill a nurse's position after wages and/or paid sick time cease, or thirty (30) calendar days whichever is longer, if the needs of VNA require it to do so, and the position cannot be filled temporarily on a voluntary basis during said period from within the existing nursing force without resort to compensatory time. If VNA is unable to fill the position temporarily under the provisions set forth above, it shall have the right to fill the position permanently. Should it be apparent at the time that the nurse will not return from the leave within the time limits set forth above, VNA shall have the right to permanently fill the position immediately.

Upon returning from leave, the nurse will be reinstated to her former position unless it has been permanently filled, in which case she shall be given whatever position is vacant in her department. A nurse who is placed into a position as a result of returning from leave shall be eligible to bid or internally transfer on any positions that become available regardless of whether she has transferred within the last six (6) months. If no positions are open in her department, she will be given a position that is regularly performed by an ONA bargaining unit member for which she is qualified. If no work is available, the nurse will be considered in a layoff status and shall return to work in accordance with the provisions of Article 10.

Section 2. A leave which would exceed seven (7) calendar days must be requested in writing on forms provided by VNA at least ten (10) working days in advance of the requested starting date, except where the physical condition of the nurse makes it impossible for her to do so. VNA will review the request and advise the nurse in writing within five (5) working days of its decision on her request. Prior to departure on a leave of absence, the nurse shall make arrangements for the continuation of her insurance benefits if necessary. VNA may require a nurse to undergo an examination by a physician of its choice and at its expense as a prerequisite to returning to active duty from any leave of absence where it has reason to believe that the nurse may not be fit to return to duty. The physician shall be permitted to provide VNA with his written conclusions regarding the nurse's condition; provided, however, that neither the nurse or her physician shall be required to reveal her specific diagnosis.

Section 3. Nurses who misrepresent facts in order to obtain a leave or who obtain a leave on the basis of such misrepresentation may be disciplined up to and including discharge by VNA. No nurse granted a leave under this Article shall accept other employment during the period of the leave.

Section 4. Maternity/Paternity Leave. A nurse shall be granted a leave of absence on account of disability due to pregnancy, childbirth or related medical conditions, subject to the following conditions:

- (a) The nurse shall continue to work for so long as she can perform the duties of her job as determined by VNA, and VNA may require periodic written confirmation from the nurse's physician of her continuing ability to work.
- (b) The duration of such leave shall be flexible, depending on the circumstances; provided, however, that the nurse shall be permitted to use all accumulated paid time off including sick leave during the maternity leave, whether or not she is disabled during the entire period for which sick leave is claimed. VNA shall have

the right to require periodic statements from the nurse's physician as to her physical condition and a statement as to the estimated date of her return to work.

- (c) Upon request, a nurse shall be granted an unpaid leave of absence of up to six (6) months from the date of delivery of her child.
- (d) Male nurses may have a two (2) week paternity leave and may use accumulated sick leave or vacation during such leave. VNA will comply with the Family Medical Leave Act for the birth of a child and abide by any state or federally guaranteed leave for both male and female parents.

Section 5. Medical Leave. A nurse may be granted a medical leave of absence of up to twelve (12) months because of personal illness, injury or disability upon request supported by proper medical evidence. A nurse on medical leave shall keep VNA advised on a regular basis on the status of her condition. To return to active employment the nurse shall provide VNA with written confirmation from her physician of her fitness to return to duty without limitation, which shall be subject to the provisions of Section 2 above.

Medical Leave under this Section that commences on or after the effective date of this Agreement may be granted for a period of up to twelve (12) months.

Section 6. Military Leave. Nurses who are members of a military reserve component shall be eligible for a leave of absence for annual active duty training for a period not to exceed thirty (30) days in a calendar year. Written military orders must be presented to the Chief Human Resources Officer upon receipt. The nurse may, but shall not be required to, use paid vacation time to the extent available during her military leave.

Section 7. Service Member Family Leave. A nurse who is the spouse, son, daughter, parent, or next of kin of a service member covered under the Family Medical Leave Act shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period described in this paragraph, an eligible employee shall be entitled to a combined total of 26 workweeks of leave. Nothing in this paragraph shall be construed to limit the availability of leave under Section 14 during any other 12-month period.

Section 8. Personal Leave. A personal leave of absence of up to two (2) months may be granted subject to the staffing needs and the needs of patient care for the length of such leave.

Section 9. Funeral Leave. In the event of the death in the immediate family (defined as father, mother, sister, brother, spouse, significant other, child, step-parent, step-children, brother-in-law, sister-in-law, relative living in household, guardian, grandparent or parent-in-law, aunt, uncle, niece, nephews and grandchild) of an eligible nurse, she shall be granted a leave of absence with pay of up to three (3) of her consecutive regularly scheduled working days in order to attend the funeral and handle related matters. Should the funeral be held more than two hundred (200) miles from Cleveland, and the nurse attends the funeral, two (2) additional days off without pay shall be granted. The time off with pay shall be granted for scheduled work time lost during the period starting with the day of death and ending on the day following the funeral. Pay provided for under this Section shall be computed on the basis of regularly scheduled hours per day at the nurse's regular

straight time hourly rate, less differentials, if any. VNA may require proof of death and funeral attendance. Additional time off without pay may be granted by VNA.

Section 10. Jury Duty Leave. When a nurse who has completed her probationary period and is required to perform jury duty or to testify as a witness in her capacity as a registered nurse on VNA's behalf, she shall be paid at her regular straight time hourly rate, less differentials, if any, for those hours spent on jury or witness service for which she had been regularly scheduled to and would have worked but for the performance of jury or witness duty, less any fees received for such jury or witness service, up to a maximum of eight (8) hours per day and forty (40) hours per week, for a period not to exceed twenty (20) days in any calendar year. To be eligible for jury or witness duty pay, a nurse shall notify her supervisor fourteen (14) days in advance of such jury or witness service, or as soon as possible, and shall submit to VNA a statement of the court attesting to such services and submit a copy of the voucher attesting to the amount of any fees received for such services to VNA. Nurses on paid jury or witness duty leave shall report for scheduled work on those days when the court is not in session. This benefit is not applicable to one who volunteers for jury or witness duty.

Section 11. VNA may grant an unpaid educational leave of absence of up to two (2) calendar years to a nurse who desires to attend a recognized educational institution in order to obtain an advanced degree related to community health nursing, subject to its current and projected staffing needs and the needs of patient care.

Section 12. VNA may approve a paid leave of absence for one or more nurses in order to attend ONA or ANA conventions or other similar meetings based upon staffing needs.

Section 13. Adoption Leave. Adoption leave shall be granted to those employees desiring to adopt. Adoption leave shall be administered in accordance with the terms provided for maternity leave, and both male and female nurses may use accumulated PTO or grandfathered sick bank time to cover time that would otherwise be unpaid. VNA shall comply with the Family Medical Leave Act's provisions regarding adoption. Adoption leave shall commence when the employee furnishes satisfactory proof from the agency making the placement. Adoption leave shall terminate when the placement is complete and the proper court journalizes the adoption. In no event will adoption leave extend past journalization of the adoption or six (6) months from commencing, whichever is shorter.

Section 14. The parties recognize that wherever the current contractual leave benefits are more generous than the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA"), the contract will apply. The VNA agrees to fully comply with the requirements of the FMLA.

- (a) Employees eligible under the FMLA will be entitled to leave as provided by the Act for:
 - 1. the care of the employee's child (birth, placement for adoption or foster care);
or

2. the care of the employee's spouse, son or daughter, or parent, who has a serious health condition; or
 3. a serious health condition that makes the employee unable to perform his/her job; or
 4. because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Services; and
 - i. Qualifying exigencies include but are not limited to
 - a. Short notice deployment
 - b. Military events and related activities
 - c. Childcare and school activities
 - d. Financial and legal arrangements
 - e. Counseling
 - f. Spend time with servicemembers who return on short-term, temporary rest and recuperation leave during a period of deployment
 - g. Attend post deployment activities up to 90 days following termination of active duty status.
 5. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.
- (b) Medical certification shall be provided within fifteen (15) working days to indicate that such a leave qualifies under the FMLA. Nurses shall not be disciplined or adversely affected in any fashion for leave time taken which qualifies under the FMLA.
 - (c) Leaves provided by the FMLA which are not otherwise provided for or are less generous in the Agreement between the parties will be granted for the purposes outlined above for up to four hundred eighty (480) hours, sixty (60) days or twelve (12) weeks (pro-rated for part-time nurses), and such leave will be granted on a fixed twelve (12) month period beginning on the start of the nurse's leave.
 - (d) A nurse is required to utilize any available paid time when taking leave qualifying for FMLA excluding the ten (10) days of vacation. Medical benefits shall be retained during this period provided the nurse continues to make required contributions, if any.

- (e) Nurses shall be granted intermittent leave or reduced work schedules for reasons subject and provided for in the FMLA. At the conclusion of the leave, the nurse will be returned to the same or similar position with equivalent benefits, pay and other terms and conditions of employment as when the leave commenced.
- (f) Coverage of FMLA leave shall be expanded to include significant other as defined by federal and state law, loco parentis and domestic partners with form verification.

Section 15. A nurse with a temporary work-related injury shall be eligible for the VNA's transitional work program for the period authorized by her physician to perform light-duty work, but not to exceed sixty (60) days. A nurse's work restriction must be considered when offering light duty. VNA will provide light duty work assuming suitable work is available. While in the transitional work program, the nurse shall maintain her regular rate of pay for hours worked, benefits and ONA status.

Transitional work beyond sixty (60) working days will be evaluated by the VNA on a case-by-case basis.

ARTICLE 14

Safety Provisions

Section 1. When safety issues exist as determined by the registered nurse in the field that would endanger either patient care or the nurse's personal safety, the nurse and her Clinical Manager will discuss the actions necessary to resolve the issues. If after discussion with her Clinical Manager the nurse still does not believe she can provide adequate home care safely in the situation, she should bring the issue to the Clinical Manager, Director or to the Chief Clinical Officer. A review and update to safety guidelines for the nurse's safety will be covered as necessary at Labor Management meetings.

Section 2. Nurses shall have access to the building during working hours.

Section 3. VNA will have designated Supervisory and/or Clinical management staff on call during all on-call hours and for all hours that bargaining unit nurses are in the field.

Section 4. VNA will not normally accept referrals for home visits on weekends after 3:30 p.m., or on Saturday or Sunday for home visits on the same day, unless mutually agreed between the nurse and the Clinical Manager.

Section 5. VNA will provide competent escort service whenever safety is a concern. The nurse can collaborate with their Clinical Manager to make arrangements for this.

Section 6. If possible, an in-service, with ONA accredited CNE, on safety issues will be available to all nurses.

Section 7. VNA will provide nurses with timely information about safety-related events that occur on VNA property or that are directed to VNA staff while on duty subject to appropriate confidentiality safeguards.

Section 8. VNA will continue to provide the nurses with free, on-site parking.

Section 9. The VNA will provide a reliable method of communication to the field staff (i.e. cell phones) at the VNA expense.

Section 10. The VNA will endeavor to avoid scheduling mandatory overtime on a routine basis through scheduled assignments.

Section 11. A full-time nurse whose hours are reduced by mutual agreement with VNA from forty (40) hours to thirty-two (32) hours on a part-time basis shall be able to do so without changes to her current Monday through Friday work week and/or hours of work.

Section 12. In the event of a disaster, emergency or other conditions prohibiting routine functioning of VNA services, the VNA's Emergency Preparedness Plan will be initiated. This shall include clinical management reviewing the list of priority patients and a determination of which patients will be seen and by which staff based on skill level and the ability of staff to reach the patients in a timely and safe fashion.

If the Emergency Preparedness Plan is initiated, nurses who work will be paid their regular rate of pay. Nurses scheduled, but who do not work, shall be permitted to use accrued benefit time (excluding sick time).

Section 13. When the VNA has knowledge of a patient having a history or diagnosis of psychiatric instability, the nurse shall be notified. During times of low mental health census, weekend coverage, or with the consent of the nurse, a mental health nurse may be assigned to a patient with a primary med-surg diagnosis or a med-surg treatment order for reasons other than a mental health consult. Mental health nurses will not be assigned to med-surg patients with conditions beyond the skill or competency of the nurse.

Section 14. If a nurse is able to prove that her home has been infested with insects due to contact with a VNA patient within the course of employment, VNA will reimburse the nurse up to five hundred fifty dollars (\$550) for any home treatments needed.

Section 15. VNA has the right to have nurses tested for substance abuse based on a reasonable suspicion of use or following a work-related accident.

ARTICLE 15

Vacation

**This Article will cease to be in effect as of January 1, 2014. Please refer to Article 16
Paid Time Off after January 1, 2014.**

Section 1. All full-time nurses who have completed one (1) calendar year of service shall accrue one-and-one-quarter (1-1/4) days (4.62 hrs per pay) of vacation with pay each month until January 1, 2014. All full-time nurses who have completed three (3) years or more of continuous services shall accrue one-and-two-thirds (1-2/3) days (6.16 hrs per pay) of vacation with pay each month until January 1, 2014.

Section 2. Full-time nurses shall be eligible to take up to one-half (1/2) their unearned vacation after six (6) months of employment; provided, however, that if the nurse terminates her employment before the vacation is earned, VNA shall deduct any amounts owing from the nurse's final paychecks until January 1, 2014.

Section 3. For purposes of this Article 18, a day of vacation shall consist of eight (8) hours of pay at the nurse's regular straight time hourly rate, determined as of the last complete pay period preceding the vacation until January 1, 2014.

Section 4. A nurse with one (1) or more years of continuous service may take vacation time as it is accrued. All vacation earned in any anniversary year must be taken by the end of the next anniversary year except as provided hereafter. Nurses with three (3) or more years of continuous service may bank up to four (4) weeks of vacation time and nurses with one (1) but less than three (3) years of continuous service may bank up to three (3) weeks of vacation time to be carried over to the next anniversary year. A nurse who has four (4) weeks of vacation may sell back up to eighty (80) hours of her vacation. A nurse who has three (3) weeks of vacation may sell back up to forty (40) hours of her vacation. This Section will expire on January 1, 2014.

Section 5. Nurses shall notify VNA by February 1st of each year as to their choice of summer vacation dates (May 1st through September 15th). All nurses will be guaranteed one (1) week vacation during the summer months. Any conflict which cannot be resolved informally shall be resolved on the basis of seniority. Vacation solicitation will be done on a first, second and third choice basis. No other personnel will be considered for these RN slots. There will be enough vacation, holiday, and CNE slots for every nurse to take their accrued time off within the year.

Request for vacation period changes must be made at least four (4) weeks prior to the beginning of the previously approved vacation period. VNA shall post an approved vacation list in each Nursing Department by March 1st of each calendar year. The schedule shall be posted and available for view in a common area at all times. The VNA shall post an updated vacation schedule as changes occur. CNE and personal holidays from May 1st through September 15th will not be approved until after March 1st of each calendar year. Nurses can otherwise request vacation anytime and it will be approved based upon staffing in accordance with providing time off for accrued time use.

Nurses will be allowed time off during these holidays: Thanksgiving, Christmas and New Year's. Six blocks of two (2) days will be open (i.e., two (2) days before Thanksgiving, two (2) days after Thanksgiving weekend, two (2) days before Christmas, two (2) days after Christmas, two (2) days before New Year's, two (2) days after New Year's). A nurse will be allowed off only one day unless staffing permits otherwise. This Section will expire on January 1, 2014.

Section 6. Upon written request to her Clinical Manager, at least four (4) weeks before her vacation is to start, a nurse will be given her vacation paycheck on her last working day prior to the day she leaves on vacation. This Section will expire on January 1, 2014.

Section 7. If a holiday listed in Article 17 of this Agreement falls within a nurse's vacation, she shall receive holiday pay for such holiday and the vacation day may be taken at some other time. This Section will expire on January 1, 2014.

Section 8. Part-time nurses who have completed one (1) calendar year of service shall be eligible to accrue one-and-one-fourth (1-1/4) days of vacation each month, prorated on the basis of their scheduled work week on the percentage set forth on their Personnel Action Form (80%, 60%, 50% or 40%) until January 1, 2014. Part-time nurses who have completed three (3) years of continuous service shall be eligible to accrue one-and-two-thirds (1-2/3) days of vacation for each month, prorated as set forth above until January 1, 2014. Part-time nurses shall be eligible to take up to one-half (1/2) of their unearned vacation after six (6) months of employment, provided, however, that if the nurse terminates her employment before the vacation is earned, VNA shall deduct any amounts owing from the nurse's final paychecks until January 1, 2014.

ARTICLE 16 **Paid Time Off**

Section 1. All full-time and part-time nurses shall be eligible to accrue paid time off (PTO) beginning the first pay period of employment. PTO is used for scheduled and approved time off for previously designated vacations, holidays and personal days.

Section 2. All full-time nurses, hired prior to April 16, 2019, shall accrue PTO at the rate of 12.46 hours per pay period.

Section 3. All part-time nurses who are covered by this agreement shall be eligible to earn PTO in accordance with the provisions of this Article.

All part-time nurses, hired prior to April 16, 2019, shall accrue PTO at the below prorated amount:

80% part-time – 9.97 hours per pay period
60% part-time – 7.48 hours per pay period
50% part-time – 6.23 hours per pay period
40% part-time – 4.98 hours per pay period

Section 4. All full-time nurses hired on or after April 16, 2019, with zero (0) ten (10) years of continuous service shall accrue PTO at the rate of 9.23 hours per pay period. All full-time nurses with ten (10) or more years of continuous service shall accrue PTO at the rate of 10.15 hours per pay period.

Section 5. All part-time nurses, hired on or after April 16, 2019, who are covered by this agreement shall be eligible to earn PTO in accordance with the provisions of this Article.

All part-time nurses, hired on or after April 16, 2019, with zero (0) to ten (10) years of continuous service shall accrue PTO at the below prorated amount:

80% part-time – 7.38 hours per pay period
60% part-time – 5.54 hours per pay period
50% part-time – 4.62 hours per pay period
40% part-time – 3.69 hours per pay period

All part-time nurses, hired on or after April 16, 2019, with ten (10) or more years of continuous service shall accrue PTO at the below prorated amount:

80% part-time – 8.12 hours per pay period
60% part-time – 6.09 hours per pay period
50% part-time – 5.08 hours per pay period
40% part-time – 4.06 hours per pay period

Section 6. Full-time and part-time nurses shall be eligible to use accrued PTO upon completion of the probationary period.

Section 7. For purposes of this Article, a day of PTO shall consist of eight (8) hours or ten (10) hours of pay at the nurse's per hour rate, determined as of the last complete pay period preceding the PTO.

Section 8. A nurse may take PTO as it is accrued. All PTO earned in any calendar year must be taken by the end of that calendar year except as provided hereafter. Nurses with three (3) or more years of continuous service may bank up to four (4) weeks of PTO and nurses with one (1) but less than three (3) years of continuous service may bank up to three (3) weeks of PTO to be carried over to the next anniversary year. A nurse who has earned four (4) weeks of PTO may sell back up to eighty (80) hours of her PTO a calendar year. A nurse who has earned three (3) weeks of PTO may sell back up to forty (40) hours of her PTO a calendar year.

Section 9. Nurses shall notify VNA by February 1st of each year as to their choice of summer vacation dates (May 1st through September 15th). All nurses will be guaranteed one (1) week vacation during the summer months. Any conflict which cannot be resolved informally shall be resolved on the basis of seniority. Vacation solicitation will be done on a first, second and third choice basis. There should be enough vacation, holiday, and CNE slots for every nurse to take their accrued time off within the year.

Request for vacation period changes must be made at least four (4) weeks prior to the beginning of the previously approved vacation period. VNA shall post an approved vacation list in each Nursing Department by March 1st of each calendar year. The schedule shall be posted and available for view in a common area at all times. The VNA shall post an updated vacation schedule as changes occur. CNE and personal holidays from May 1st through September 15th will not be approved until after March 1st of each calendar year. Nurses can otherwise request vacation anytime and it will be approved based upon staffing in accordance with providing time off for accrued time use.

Section 10. VNA recognizes the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Christmas Day	Martin Luther King Day, or
Independence Day	President's Day

On the Day after Thanksgiving, additional slots for time off will be available for all nursing departments based on patient volume.

If a nurse works on the holiday, they may also elect to use a PTO day. If the holiday falls on a day the nurse is normally scheduled, they must use PTO for that day off.

Section 11. Upon properly notified resignation and retirement of employment, a nurse shall receive pay for any accrued PTO, which has been earned but not used, if the nurse's probationary period has been completed. If a nurse is terminated from employment, all accrued PTO is forfeited.

Section 12. To be eligible for unscheduled PTO, a nurse must report to their immediate supervisor two hours before the scheduled shift, unless the onset of illness or the occurrence of an injury make it impossible for the nurse to do so, in which case the nurse shall notify her immediate supervisor as soon as possible. Any nurse who requires unscheduled PTO for an illness or injury in excess of five (5) days must obtain MD certification and provide it to the VNA prior to returning to work. All co-pays incurred will be reimbursed by the VNA. Once defined as an FMLA illness or injury, the unscheduled PTO cannot be used as part of the nurse's annual allowance of days off.

Section 13. All previously accrued sick time will be grandfathered into a separate leave bank designated by VNA. Nurses shall have access to this bank for FMLA or Disability leaves of absence. Nurses are also permitted to use this time for intermittent leave under FMLA. For nurses hired on or before July 27, 2005, upon retirement and/or when leaving the employment of VNA for any reasons other than termination for just cause following fifteen (15) years of employment, a nurse shall be paid for all earned but unused sick leave days accumulated by her on the date of her termination at the rate of one (1) day's pay at her hourly rate in effect on her last day of work less differentials, if any, for every three (3) full sick leave days accumulated.

ARTICLE 17

Compensation

Section 1. Commencing April 16, 2022, hourly nurses shall be paid in accordance with the wage schedule set forth in Appendix B.

Section 2. A 2023 and 2024 Quality & Patient Satisfaction Bonus opportunity is in place for all full-time and regular part-time nurses, but excluding PRN nurses. Those eligible must be on payroll and have tenure of greater than six months by the end of the bonus year. Those with tenure greater than six months but less than one year will receive a prorated bonus based on their completed months of service by the end of the bonus year. Bonus is paid out if VNA of Ohio:

- (a) Achieves or exceeds the score that represents the 80th percentile, which is equivalent to a 4.0 Star Rating, for all Quality Measures by December of 2022; and/or
- (b) Achieves or exceeds the Patient Experience Scores on CAHPS surveys that represent the 70th Percentile rank by December of 2023.

The 2023 Bonus award is two and one half percent (2.5%) of total earnings as of December 31 for meeting one or both the above criteria. The 2024 Bonus award is three percent (3%) of total earnings as of December 31 for meeting one or both of the criteria above.

Performance will be based on internal data and be the same information supplied to CMS for public reporting. The targets and the measures will be published approximately by the end of January. The VNAHG Quality Steering Committee will then meet to advise management on final calculation using CMS benchmarks. The final bonus amount will be approved with management discretion.

Any bonus achieved will be paid within 30 days of final calculation and management approval.

Section 3. VNA will continue its policy of offering the service of direct deposit of nurse's paychecks for those nurses who provide VNA with the proper written authorization.

Section 4. Newly hired nurses shall be placed on the wage schedule in accordance with their years of experience as a registered nurse and related home care experience. Each nurse shall progress through the steps of the wage schedule in accordance with the anniversary of their date of hire.

Section 5. On-call compensation for all on-call evening/nights, Saturdays, Sundays, and Holidays or other twenty-four (24) hour units will be the on-call pay of seven dollars (\$7.00) per hour for hours spent in on-call status and not worked. Hours actually worked will be paid at time and one-half (1-1/2) the nurse's regular rate of pay and will include taking report, talking to patients, patient families, doctors, pharmacy, voice mail, time spent waiting for escort or doctor call back; and any home visits including travel time.

Section 6. A nurse who mutually agrees to be designated by VNA to relieve their supervisor shall be paid a two dollar (\$2.00) per hour differential for all hours so authorized.

Section 7. VNA will grant a nurse, at the nurse's request, time off the work day following on-call or within the week, if he or she is out in the field or is called out or receives more than two (2) telephone calls (during the time period of midnight to 8:00 a.m.).

Section 8. Any hours worked in excess of forty (40) hours during the nurse's work week will be paid at time and one half (1-1/2). All such time must be submitted to the Clinical Manager or the assigned designee by 9:00 a.m. the day that the nurse expects to enter overtime status. The Clinical Manager may advise the nurse whether the overtime is approved or the nurse is to work only forty (40) hours. If no response is received by the end of the business day, the overtime shall be deemed approved. If the last day of the nurse's work week unexpectedly results in overtime accrual, the nurse must submit all such time to the Clinical Manager or the assigned designee by 9:00 a.m. the next working day.

Section 9. Upon request, individual time and travel reports that include mileage are available daily. If errors are found in a nurse's time and travel report, payroll will correct the error for the next payroll check.

Section 10. VNA shall establish a Preceptor Program on or before July 1, 2019. The purpose of the Preceptor Program is to have “preceptors” provide individual assistance and attention to newly hired nurses in order to facilitate their transition into the organization.

- (a) Preceptors will be selected by VNA based upon such factors as clinical competency, communication and interpersonal skills, and a minimum of one (1) year with VNA. Each preceptor will receive appropriate formal training prior to beginning work as a preceptor.
- (b) VNA shall have the right to remove someone as a preceptor for poor performance.
- (c) Any preceptor may withdraw from preceptor status at any time by providing written notice to VNA. In addition, VNA may provide orientation for newly hired nurses through other means and methods but not to replace the role and work of the preceptors. Removal of the Preceptor designation shall not be arbitrable.
- (d) Preceptors shall be paid a differential of four dollars (\$4.00) per hour during the time that he or she is precepting.
- (e) Preceptors shall have a reduced case load expectation while they are precepting.

Section 11. Critical Need Incentive Pay. In circumstances in which VNA determines that there is a patient care need that cannot be met by staff during regularly scheduled hours, VNA may offer the available patient visit(s) to nurses on a volunteer basis. To invoke this procedure, VNA will send an email to nurses identifying the call as a Critical Need Incentive Pay offer. The available visits shall be offered by seniority, provided however, that nurses be required to respond within one (1) hour of the announcement to reserve a place. If it is after 1:30 p.m. when the need is identified, VNA may choose from the nurse who have responded by seniority after one half hour. Any nurse who performs a patient visit under this provision shall be paid the amount specified in the email to nurses identifying the call as a Critical Need Incentive Pay Offer.

A nurse shall be eligible to receive critical need incentive pay for seeing a patient assigned to his or her team or another team, depending on the operational needs of VNA. If a nurse is offered, and accepts a critical need patient visit on a day off, he or she may only be required to see the critical need patient visit, without the precondition of seeing other patients.

Section 12. In order to incentivize and reward productivity as described in Article 19, VNA shall pay each nurse an hourly productivity bonus for all hours worked during each workweek in which the nurse meets the applicable productivity expectation set forth in Article 19, Section 1. Bonus eligibility will be determined on a weekly basis. The productivity bonus shall be paid in the following amounts: effective April 16, 2022: \$0.50 per hour; effective April 16, 2023: \$1.00 per hour; and effective April 16, 2024: \$2.00 per hour.

ARTICLE 18

Insurance and Pensions

Section 1. For the term of this Agreement and subject to the provisions of the Master Contract, VNA shall maintain in full force and effect for all eligible bargaining unit nurses

participation in its current Health Care Plan or a plan providing the same or better benefits – providing such level of coverage is available from an insurer at comparable cost. If such level of coverage is not available, the next best level of coverage at comparable cost will be secured. Insurance coverage will be effective the first day of the month following the nurse's date of hire. Any change must be brought to the attention of ONA in writing for review.

Section 2. For nurses hired prior to July 13, 2010, VNA shall pay the cost of such participation to the extent set forth below for nurses who are not eligible for coverage under a spouse's health insurance:

- (a) For full-time nurses – 75% of the monthly premium for either single or family coverage.
- (b) For part-time nurses regularly scheduled to work thirty (30) hours or more a week – 59% of the monthly premium for either single or family coverage.

For nurses hired on or after July 13, 2010, VNA shall pay the cost of participation to the extent set forth below for nurses who are not eligible for coverage under a spouse's health insurance:

- (a) For full-time nurses – 65% of the monthly premium for either single or family coverage.
- (b) For part-time nurses regularly scheduled to work thirty (30) hours or more a week – 50% of the monthly premium for either single or family coverage.

Section 3. Nurses on unpaid leave of absence or layoff who desire to continue their coverage under the current Health Care Plan or a plan providing the same or better benefits shall, by the first day of the month following the commencement of the leave of absence or layoff, and by the first day of each succeeding month during which the leave or layoff continues, pay to VNA the total cost of the coverage. Otherwise, the coverage will lapse in accordance with the terms of the Master Contract, subject to COBRA limitations and additions.

Subject to the provisions of the Master Contract, nurses shall be entitled to enroll in the VNA insurance plans at a time other than the respective open enrollment periods, if they had been covered by their spouse's coverage and such coverage is no longer available or is inferior.

Section 4. Subject to the provisions of the Master Contract, VNA shall continue to make available to bargaining unit nurses both of its current tax deferred annuity plans for the life of this Agreement.

Section 5. Subject to the provisions of the Master Contract, VNA shall continue to provide and pay the cost of professional liability insurance for all bargaining unit nurses.

Section 6. VNA agrees to make available to nurses participation in the Great West Matched Savings Program, or an equivalent program, and further agrees that for each dollar contributed by the nurse, the Visiting Nurse Association will contribute to the Plan on behalf of the nurse, one dollar (\$1.00) up to a maximum contribution of 2% of the nurse's annual pay and seventy-five

cents (\$.75) for contribution by the nurse from 2% up to 4% of the nurse's annual pay. The amount of the employer's matching contribution will not be subject for negotiation at any time during the future negotiations between the parties. For the duration of this Agreement, the VNA will not match any contributions made by the nurses to the Great West Matched Savings Program or an equivalent program offered by the VNA.

Section 7. Subject to the provisions of the Master Contract, VNA shall provide twenty thousand dollars (\$20,000) of Group Term Life Insurance in the existing Group Term Life Insurance Plan on behalf of all full-time nurses and part-time nurses who are regularly scheduled to work twenty (20) or more hours per week, after the nurse has completed ninety (90) days of continuous service.

Section 8. Notwithstanding the provisions of Section 2 above, for those nurses who were employed by the VNA on December 31, 1988, VNA shall pay the cost of participation in the Health Coverage Plan provided pursuant to Section 1 of this Article to the extent set forth below for nurses who are not eligible for coverage under a spouse's health insurance:

- (a) For full-time nurses – 85% of the monthly premium for either single or family coverage.
- (b) For part-time nurses regularly scheduled to work thirty (30) hours or more a week – 67% of the monthly premium for either single or family coverage.

Section 9. Subject to the provisions of the Master Contract, VNA shall provide single coverage for a dental plan for nurses who work twenty (20) or more hours per week and who elect such coverage. VNA shall pay the cost of such single coverage to the extent set forth below.

- (a) For full-time nurses 80% of the monthly premium for such coverage.
- (b) For part-time nurses regularly scheduled to work thirty-two (32) hours or more a week – 64% of the monthly premium for such coverage.
- (c) For part-time nurses regularly scheduled to work twenty (20) but less than thirty-two (32) hours or more a week – 40% of the monthly premium for such coverage.

Section 10. Long Term Disability. For the term of the Agreement and subject to the provisions of the Master Contract, after one (1) year of employment, all benefit-eligible employees who work at least twenty (20) hours per week are eligible for long-term disability insurance. LTD will be available after ninety (90) days following the date of the injury/illness. The LTD coverage will be up to 60% of the nurse's wages to a maximum of \$6,000 per month.

Section 11. VNA will provide a flexible benefit plan subject to the provisions of the Master Contract, without cost to nurses, which allows for payment of group insurance premiums, dependent child care expenses, health care and medical expenses using pre-tax dollars thereby providing permanent tax savings and more take-home pay. Nurses are allowed to make changes in their contribution at the beginning of each plan year.

Section 12. The VNA shall provide a supplemental vision plan to offset the cost of the nurses where such coverage is not part of the nurses' existing health insurance plan. Coverage is

limited to \$200 per family every two years. Annual aggregate limit is \$6,000 annually for this benefit. In no case shall this benefit obligate the VNA to disperse more than the amount indicated above. Claims filed following the exhaustion of funds may be resubmitted in the following budget year or when funds become available.

Section 13. Retiree Health Insurance. The VNA shall grant a three hundred dollar (\$300) per month reduction in the cost of selected VNA offered health insurance COBRA benefits for Eligible Early Retiree nurses who retire in the duration of the next collective bargaining agreement. All benefits under this subsection (a) will terminate on the nurse's eligibility for Medicare or at such time that the nurse's COBRA eligibility expires, whichever occurs first. To be eligible for this benefit, a nurse must:

- (a) Retire after the age fifty-seven (57)
- (b) Be an active full-time or 80% part-time employee at the time of retirement with no prior status change in the previous year
- (c) Have a least nine (9) years seniority

Arrangements for the continuation for health insurance must be made prior to the nurse's retirement. The nurse is responsible for making premium payments directly to COBRA.

Severance Pay Benefit. Those who retire under this Section will receive a severance pay benefit determined by their base salary in effect on the date of separation, excluding bonuses, allowances, overtime and any differentials as provided below:

Years of Seniority	Weeks of Severance
9 but fewer than 14 years	7 weeks
14 but fewer than 19 years	8 weeks
19 but fewer than 25 years	9 weeks
More than 25 years	10 weeks

In order to receive the above mentioned severance benefits, eligible nurses must sign a severance agreement and release referenced in Appendix E.

Please refer to Article 16, Section 13 to determine possible eligibility for sick leave payout.

ARTICLE 19

Workload & Productivity

Section 1. Productivity for work done by the nursing staff will be based on weighted productivity as outlined below and will be calculated on a weekly basis. Minimum expectations for productivity are:

Medical Surgical/Mental Health	30 Weighted Visits Per Week
Hospice	22 Weighted Visits Per Week
Part-time/alternative shift	Pro-rated by days/hour worked
Weekend Work Program	Pro-rated by days/hours worked

Nurses may be exempt from a minimum productivity expectation based on their specific roles / job duties. These exemptions must be mutually agreed upon by the ONA member and the Chief Clinical Officer.

Section 2. Weighted visits are calculated as below:

- Admission and ET visits (i.e. visits requiring the skills of an ET nurse) will be credited as 2.5 visits for productivity purposes (no more than two (2) admission visits will be assigned to any nurse who works an eight (8)-hour shift)
- Recertification visits will be credited as 1.25 visits
- Resumption of care visits will be credited as 2 visits
- Discharge visits will be credited as 1.25 visits (upon completion of OASIS discharge documentation)
- Visits in which IVs are required will be credited as 1.25 visits
- Visits requiring wound VACs will be credited as 1.25 visits
- Educational visits will be credited as 1.0 visits
- RN-01 consultations will be credited as 1.0 visits
- Driving in excess of 30 minutes between individual visits will be credited as 0.75 productivity points
- Full day scheduled PTO will be credited as 6.0 visits (prorated for partial day scheduled PTO)

With respect to all visits, nurses are expected to complete at least 80% of the patient's documentation while in the home.

Section 3. Start-of-care and revisits fall outs, interruptions, changes in plan, or drive bys.

In the event that a start-of-care visit cannot be completed because the patient does not answer and cannot be found, the nurse will receive 0.25 productivity points.

In the event that a start-of-care visit cannot be completed because there is a change to the patient's condition (i.e. transferred to hospital, etc., the nurse will receive productivity points based upon 80 minutes per point for time in the home, as per discussion with manager at the time.

A nurse who accepts a drive by for a start-of-care visit that cannot be confirmed will receive 0.25 productivity points if the patient does not answer and cannot be found.

In the event that a revisit cannot be completed because the patient does not answer and cannot be found, the nurse will receive 0.25 productivity points.

Section 4. Management has the discretion to grant additional credits for productivity that are included in the calculation for the productivity incentive bonus for out of area drive time, administrative time or other complexities. Administrative time shall be paid to all hourly nurses and be considered nonproductive time for VNA required meetings, conferences, and CEs.

Section 5. Caseload expectations are:

<u>Category</u>	<u>Case Load Expectation</u>
Medical Surgical	30
Behavioral Health	35
Hospice	15
Part-time / Alt Shift	Pro-rated

VNA managers may approve up to two (2) hours of Admin time per week once the Nurse has exceeded the maximum caseload number.

Section 6. Staff are expected to be available during their scheduled hours to make any unscheduled emergency visits needed, provided that staff will not be required to take an additional patient after 2:00 p.m. for a Start of Care (SOC) or Resumption of Care (ROC) and 3:00 pm for a revisit.

ARTICLE 20

Non-Discrimination

VNA and ONA agree to comply with all state and federal laws which prohibit discrimination in any manner relating to employment because of race, color, creed, national origin, sex, age, marital status, disability, sexual orientation, gender identity, ONA membership or activity or lack thereof, or any other category protected by applicable law.

ARTICLE 21

Labor Management Committee

In order to facilitate communication and continue to provide quality patient care, the Visiting Nurses Association of Cleveland and the Ohio Nurses Association shall establish a Labor Management Committee to meet monthly unless by mutual agreement of VNA and ONA.

The Committee shall be comprised of the officers of the of the bargaining unit or designees, and VNA representatives including the Chief Operating Officer, Vice President of Labor Relations, or their designees, and designated management. The size of the Committee may be changed by mutual agreement. The Committee shall meet monthly at a mutually agreed upon date and time and an agenda will be provided at least a week before the meeting. Members designated by ONA who are scheduled to work at the time of the meetings shall be excused from work in

order to attend provided appropriate non-overtime/non-premium coverage is secured and patient care permits.

The purpose of the Committee shall be to provide a method of communication between the VNA and the bargaining unit on matters of mutual concern. This Committee is not intended to supersede the grievance and arbitration procedures contained in the collective bargaining agreement, but to allow discussion and potential resolution of issues impacting the bargaining unit as they arise, such as weekend assignment/scheduling issues.

Since these meetings are for the purpose of communications and to assist in the resolution of problems, both parties recognize that the participants shall not be empowered to effect changes to any of the terms of the parties' collective bargaining agreement or any other matter affecting the employment relationship between the VNA and any nurse. In no case shall the Committee discuss or consider any matter subject to the grievance and arbitration procedures of this Agreement. The meetings will have action plans and deliverables to ensure outcomes.

ARTICLE 22

Miscellaneous

Section 1. Nurses are required by VNA to wear uniforms. These uniforms must be approved VNA colors, at the nurse's option including any shirts, sweater and jacket provided by the VNA, except nurses may wear scrubs to the worksite as appropriate. All clothing shall be worn during work hours in accordance with VNA guidelines. Newly-hired nurses will be provided a \$125 gift card to purchase VNA uniforms after completing their probationary period.

Section 2. VNA shall reimburse a nurse who uses her own car to perform nursing care and work-related duties for VNA at the maximum IRS rate allowed.

Section 3. If the assets of VNA are sold, the buyer will be required to bargain with ONA to the extent required by applicable law. The parties recognize that this commitment does apply to any affiliation by VNA with any other health care provider.

Section 4. In the event that the assets of VNA are sold and the buyer does not offer the nurse a position following such acquisition, the nurse will be entitled to the severance benefits that are specified in Section 3.13 of the VNA Personnel Policies and Procedures Manual. Following satisfaction of any obligation set forth above, ONA acknowledges that this severance pay provision will cease to be operative once such acquisition occurs.

Section 5. A licensed practical nurse will not be permitted to do case management at VNA.

Section 6. The VNA will attempt to minimize travel time to and from the office.

Section 7. If an itinerary is returned to a nurse for any reason, that nurse will be notified that the itinerary has been returned to her manager or manager designee.

Section 8. Nurses will be given paid time off at VNA expense for any VNA-related court appearance on VNA time.

Section 9. Prior to the purchase of software and/or equipment related to the nursing practice, the VNA will actively seek input from the ONA via Labor Management Committee.

Section 10. The VNA will insure the agency's tablets and cellular phones against theft, damage, and loss. Nurses will not be liable for loss or damage of equipment, software program(s) and/or information due to circumstances beyond their control (e.g., crash of system, computer hard drive failure, telephone transmission failure, theft, accident, etc.).

ARTICLE 23

Termination of Agreement and Waiver

Section 1. No agreement, alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any of the nurses or group of nurses with VNA and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. However, any interpretation or application of any provision of this Agreement agreed upon between VNA and ONA in writing shall be binding upon all bargaining unit nurses. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 2. VNA and ONA each acknowledge that this Agreement has been reached as the result of collective bargaining in good faith by both parties hereto. While it is the intent and purpose of the parties hereto that each of them shall fully perform all obligations by them to be performed in accordance with the terms of this Agreement, both parties' agree that they shall not be obligated to bargain collectively with one another during the term of this Agreement on any matter pertaining to rates of pay, wages, hours of employment or other conditions of employment, and both parties hereby specifically waive any right which they might otherwise have to request or demand such bargaining, and acknowledge that both parties obligation during the term of this Agreement shall be limited to the performance and discharge of their obligations under this Agreement.

Section 3. VNA and ONA acknowledge that this Agreement, and any supplement thereto, embodies the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all employees covered by this Agreement. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein, and this Agreement shall be strictly construed. None of the benefits, rights or privileges accorded by this Agreement to ONA or any nurse covered by this Agreement shall survive the expiration or termination of this Agreement.

Section 4. In the event any provision of this Agreement is held to be in conflict with or violation of any state or federal statute, rule or decision or valid administrative rule or regulation, such statute, rule or decision or valid administrative rule or regulation shall govern and prevail, but all provisions of this Agreement not in conflict therewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.

ARTICLE 24

Duration

This Agreement, dated April 16, 2022, shall continue in full force and effect without change until 11:59 p.m. on April 15, 2025. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to April 15, 2025, give written notice of the termination or amendment. If neither party gives written notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after April 15, 2025, subject to termination or amendment by either party on at least ninety (90) days' written notice prior to April 15 of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have duly executed this Collective Bargaining Agreement as of the date first above written.

OHIO NURSES ASSOCIATION

Kristen Bailey

Shauna Payne

Shauna Payne (Mar 29, 2022 09:28 EDT)

Dana Beattie

Dana Beattie (Mar 29, 2022 09:33 EDT)

VISITING NURSE ASSOCIATION

Gina Kiele

Lisa Von Lehmden-Zidek

Lisa Von Lehmden-Zidek (Mar 29, 2022 10:30 EDT)

Matthew C. Kiraly

Matthew C. Kiraly (Mar 30, 2022 09:12 EDT)

LETTER OF UNDERSTANDING

The parties agree that the language of Article 20, Section 1, shall not be interpreted so as to preclude a change in the mix of covered hospitals by VNA insurance carriers. If a change in carriers is necessary, the new plan will be provided approximately the same or better benefits; however, both parties recognize that there may be some differences in the coverage.

The parties further agree that the past practice of the VNA has permitted employees to use the VNA coverage if the employees' spouse's coverage is inferior and/or the spouse's coverage became available after the nurse enrolled with the VNA carrier. The parties agree that this will continue to be the practice as it relates to Article 20, Section 2.

OHIO NURSES ASSOCIATION

Edward B. Seeger
Lita Conner
Betty Ann
Cynthia Hender
Abigail Baggett

[Signature]

VISITING NURSE ASSOCIATION

Sharon Jones

* Former Article 20 was changed during the April 16, 2013 - April 15, 2016 contract to current Article 21.

APPENDIX A

Ohio Nurses Association/Local Unit Nurses
and
Visiting Nurse Association of Cleveland

(Print last name first)

DUES DEDUCTION AUTHORIZATION

I hereby request and authorize VISITING NURSE ASSOCIATION OF CLEVELAND to deduct from my earnings each month such amount as is designated in writing to Visiting Nurse Association of Cleveland by the Ohio Nurses Association as constituting my monthly dues to or agency fee for said Association and to transmit the dues or agency fees so deducted to the Ohio Nurses Association at 3760 Ridge Mill Drive, Hilliard, Ohio 43206.

I hereby also request and authorize VISITING NURSE ASSOCIATION OF CLEVELAND to deduct from my earnings each month such amount as is designated in writing to Visiting Nurse Association of Cleveland by the VNA Local Unit Nurses as constituting my monthly dues to or agency fee for said Local Unit, and to transmit the dues so deducted to the Local Unit by mailing it to the Local Unit Treasurer at her home address.

I shall have the right to terminate this authorization at any time upon giving VISITING NURSE ASSOCIATION OF CLEVELAND and the Ohio Nurses Association and the VNA Local Unit Treasurer written notice at least fourteen (14) days before said termination is to become effective.

Signature

Date

APPENDIX B

WAGE SCHEDULE FOR NURSES

Field Nurses

April 16, 2022 to April 15, 2023

Year	1-2	3-5	6-7	8-10	11-15	16-20	21-24	25+
Step	1	2	3	4	5	6	7	8
Hourly	30.70	31.84	33.44	33.84	35.02	36.25	37.52	39.08
Annual	63,856.00	66,277.20	69,555.20	70,387.20	72,841.60	75,400.00	78,041.60	81,286.40

***Nurses currently employed by VNA at Step 2, Year 5 will receive a 1.5% increase to their base wage.**

April 16, 2023 to April 15, 2024

Year	1-2	3-5	6-7	8-10	11-15	16-20	21-24	25+
Step	1	2	3	4	5	6	7	8
Hourly	31.16	32.32	33.94	34.35	35.55	36.79	38.08	39.67
Annual	64,812.80	67,225.60	70,595.20	71,448.00	73,944.00	76,523.20	79,206.40	82,513.60

April 16, 2024 to April 15, 2025

Year	1-2	3-5	6-7	8-10	11-15	16-20	21-24	25+
Step	1	2	3	4	5	6	7	8
Hourly	31.16	32.32	33.94	34.35	35.55	36.79	38.08	39.67
Annual	64,812.80	67,225.60	70,595.20	71,448.00	73,944.00	76,523.20	79,206.40	82,513.60

Staff Development Nurses**April 16, 2022 to April 15, 2023**

Year	1-2	3-5	6-7	8-10	11-15	16-20	21-24	25+
Step	1	2	3	4	5	6	7	8
Hourly	30.70	31.84	33.93	34.34	35.54	36.78	38.08	39.66
Annual	63,856.00	66,277.20	70,574.40	71,427.20	73,923.20	76,502.40	79,206.40	82,492.80

***Nurses currently employed by VNA at Step 2, Year 5 will receive a 3.0% increase to their base wage.**

April 16, 2023 to April 15, 2024

Year	1-2	3-5	6-7	8-10	11-15	16-20	21-24	25+
Step	1	2	3	4	5	6	7	8
Hourly	31.31	32.48	34.61	35.02	36.25	37.52	38.84	40.45
Annual	65,124.80	67,558.40	71,988.80	72,841.60	75,400.00	78,041.60	80,787.20	84,136.00

April 16, 2024 to April 15, 2025

Year	1-2	3-5	6-7	8-10	11-15	16-20	21-24	25+
Step	1	2	3	4	5	6	7	8
Hourly	32.25	33.45	35.65	36.07	37.34	38.65	40.01	41.66
Annual	67,080.00	69,576.00	74,152.00	75,025.60	77,667.20	80,392.00	83,220.80	86,652.80

APPENDIX C

The below severance agreement and release must be signed by eligible nurses in order to claim severance compensation under Article 21, Section 13. Both the program established in Article 21, Section 13 of the contract and the below severance agreement and release shall cease to be effective as of midnight April 15, 2016.

PERSONAL/CONFIDENTIAL

Date

Name

Address

Dear Name,

This letter confirms our discussion regarding your separation from service with the Visiting Nurse Association of Ohio (the “VNA”) as of (Retirement Date), and sets forth the terms and conditions under which the VNA is willing to pay severance benefits to you. If you decide to accept such terms and conditions, please sign and return the attached copy of this letter (the “Agreement”) to me within 21 days of receiving it. On the eighth day after receipt by me of such signed and dated Agreement, the benefits set forth below will begin.

- (a) The VNA will pay you in the form of salary maintenance an amount equal to (Number of Eligible Weeks) weeks wages, less any applicable tax and withholding deductions required by law.
- (b) The VNA will pay you, in a single sum, all of your earned and unused vacation or PTO less any applicable tax and withholding deductions. (If Eligible for Sick Payout – The VNA will also pay one day pay out for every three sick days accumulated less any applicable tax and withholding deductions.) You are granted a three hundred (\$300.00) per month reduction in cost of selected VNA offered health insurance until eligible for Medicare.
- (c) The VNA will not contest any unemployment compensation claims by you with respect to your separation from service.
- (d) The VNA will respond to reference inquiries from prospective employers by providing only your starting and ending dates of employment.
- (e) The VNA will not engage in any activity or communications detrimental to you or your reputation.

In consideration of the payments and benefits described above, you agree that:

- (i) You will return all VNA equipment and property furnished to, or acquired by, you as a result of, or during the course of, your employment by VNA.
- (ii) You will not make any statements, whether written, oral, electronic or otherwise which are negative, or disparaging of, or detrimental to the VNA, its employees, products, services, business image or reputation or otherwise act in any manner which would damage the reputation of the VNA its subsidiaries and affiliates, their current or former officers, directors, employees, shareholders, agents, representatives, successors and/or assigns and all their respective employee benefit plans and their administrators, trustees and other fiduciaries.
- (iii) Except as otherwise required by law, you will keep the terms of this Agreement confidential and will not disclose them to any person other than your counsel, accountants, and members of your immediate family.
- (iv) You acknowledge that the payments and benefits provided to you under this Agreement are intended to facilitate your transition from employment and are not to be construed as an admission of any liability, fault, wrongdoing or responsibility on the part of the VNA.
- (v) You acknowledge that the benefits provided to you under this Agreement are in excess of those to which you would otherwise be entitled under the VNA's normal policies and benefit plans.
- (vi) You acknowledge that, except as set forth in this Agreement, the VNA is not obligated to make any other payment to you.
- (vii) For the one-year period following receipt of the first payment of benefits under this Agreement, you will not actively recruit or hire any person who is an employee or agent of the VNA, or any of its affiliated entities, or cause any person to terminate his or her relationship with the VNA or any of the VNA affiliated entities.
- (viii) You and VNA hold ONA harmless from any claim arising out of this Agreement.
- (ix) In exchange for the promises of the VNA contained in this Agreement and other good and sufficient consideration, you will execute and return to me the Release attached hereto.

By signing below, you warrant and acknowledge that (i) you are legally competent to execute this Agreement; (ii) you are executing this Agreement voluntarily and with full knowledge and understanding of its contents; (iii) you have been advised that under a federal law known as the Older Workers Benefit Protection Act (the “OWBPA”) you have the right to consult an attorney at your own expense prior to executing any agreement with respect to the terms of your separation from service with the VNA, including but not limited to a release of all possible legal claims against the VNA, its subsidiaries and personnel; (iv) you have been and are hereby advised by the VNA that you have twenty-one (21) days from the date of receipt of this Agreement, and the attached Release, to decide whether to execute such documents; and (v) you have also been and are hereby advised by the VNA that this Agreement, and the attached Release, may be revoked by you within seven (7) days following execution, by providing notice of the revocation directly to me by hand-delivery or by facsimile to (216) 694-4184, whereupon the Agreement shall be null and void.

By signing this Agreement you acknowledge that no promise or inducement has been offered to you to enter into this Agreement except as expressly set forth above. You further acknowledge that this Agreement is executed without reliance upon any statement or representation by the VNA, except as expressly set forth above.

This Agreement sets forth the entire agreement between the VNA and you concerning your employment, and termination thereof, with the VNA. This Agreement may not be modified, except by a subsequent written instrument signed by both you and by me.

Thank you for your service to the VNA. I sincerely wish you success in the future.

By:
Title: President & CEO

ACCEPTED AND AGREED:

Signature

Date

RELEASE

I, _____, in exchange for the promises contained in the attached Agreement hereby unconditionally release the Visiting Nurse Association of Ohio, its subsidiaries and affiliates, their current or former officers, directors, employees, shareholders, agents, representatives, successors and/or assigns and all their respective employee benefit plans and their administrators, trustees and other fiduciaries (collectively referred to as the "VNA"), from any and all claims, issues, or causes of action, known or unknown, arising out of my employment with the VNA, my interaction with the VNA employees, my separation from employment with the VNA, and the determination and calculation of any severance or other benefits to which I may have been entitled upon my termination of employment or any change in control, including, but not limited to, federal laws such as the Age Discrimination in Employment Act ("ADEA"), the Employee Retirement Income Security Act ("ERISA") (except with respect to any ERISA claims arising under or related to accrued benefits under any tax-qualified retirement plan), the Civil Rights Act of 1964, the Civil Rights Act of 1888, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Older Workers Benefit Protection Act, the Equal Pay Act; Ohio laws such as the Ohio Civil Rights Act and the Ohio Fair Employment Practices Law, as well as any local prohibitions on discrimination; federal, state and local wrongful discharge laws; and any and all other federal, state, and/or local employment and other claims, including whistleblower claims, negligence, breach of contract, promissory estoppel, wrongful discharge, defamation, negligent or intentional infliction of emotional distress, breach of implied covenants of good faith and fair dealing, claims for the payment of any salary, wages, bonuses, commissions, vacation pay, severance pay or benefits and claims for possible attorneys' fees and costs. I understand this Release will not prevent me from participating in, supplying information or otherwise cooperating in any investigation of a complaint or charge before such governmental entities as the Equal Employment Opportunities Commission or Ohio Civil Rights Commission. Excluded from this waiver and release is any claim or right that cannot be waived, including previously filed Workers Compensation Claims.

I have read this Release. I understand this Release. I execute this Release voluntarily and without coercion. I understand I have the right to consult with an attorney. I intend to be legally bound by this Release.

Signature

Print Name

Signed before me this _____ day of _____, 201__.

Witness: Signature

Print Name

LETTER OF UNDERSTANDING

Upon request the President will meet with the ONA Leadership. Such meetings must be reasonable as to frequency.

LETTER OF UNDERSTANDING

Donation of Time Off

ONA members shall have the right to continue to participate in VNA's We Care program.

VNA OF OHIO



Lisa Von Lehmden-Zidek (Mar 29, 2022 10:30 EDT)



Matthew C. Kiraly (Mar 30, 2022 09:12 EDT)

OHIO NURSES ASSOCIATION



Shauna Payne (Mar 29, 2022 09:28 EDT)



Dana Beattie (Mar 29, 2022 09:33 EDT)

Dated: Mar 29, 2022


LETTER OF UNDERSTANDING

Section 1. Patient care needs may require a Nurse to work outside of their regularly scheduled work time. Mandatory overtime may be needed to ensure patient care coverage. VNA will use mandatory overtime in emergent situations. VNA agrees to discuss with ONA in Labor Management Committee long term solutions to issues to avoid the need to regularly mandate overtime. A Nurse may find their own coverage within their same department and transfer their mandatory overtime to another Nurse upon manager notification.


Section 2. Mandatory overtime will be assigned by department, i.e. MedSurg, Mental Health, and Hospice. VNA will provide the reason for the mandate in a timely manner to Nurses.

Section 3. Mandatory overtime will be distributed on a rotating inverse order of seniority basis. Every attempt will be made to skip Nurses that have volunteered for overtime in the past month. Nurses on leave of absence, PTO or Sick on the day of notification may be skipped in the rotation. A Nurse may refuse mandatory overtime once every six (6) months.

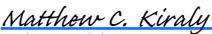
VISITING NURSE ASSOCIATION OF OHIO



Signature


Lisa Von Lehmden-Zidek (Mar 29, 2022 10:30 EDT)

Signature


Matthew C. Kiraly (Mar 30, 2022 09:12 EDT)

Signature


Mar 29, 2022

Date

OHIO NURSES ASSOCIATION:



Signature


Shauna Payne (Mar 29, 2022 09:28 EDT)

Signature


Dana Beattie (Mar 29, 2022 09:33 EDT)

Signature

LETTER OF UNDERSTANDING

The parties agrees that Alecia Biggers and Sandra Federico, who are currently Per Visit nurses, may continue to perform services on a Per Visit basis and will be compensated as such for the duration of this contract.

Nurses who are paid per visit for the duration of this contract will not be utilized as full-time case managers. Visits will be assigned according to patient needs and with as little disruption to currently assigned geographical areas as possible.

Per visit rates include travel time, documentation, care coordination (including lab drops and ordering of supplies) and patient care. All nurses paid per visit regardless of date of hire will be paid downtime in accordance with Appendix B. Downtime will be paid to per visit nurses for VNA required meetings, PTO, conferences, and CE's. Additional non-visit compensation considerations will be paid at the downtime rate for not home not found, out of area drive time, administrative time or other complexities per management discretion.

VNA shall pay per visit as follows:

\$50 per visit	Med Surg/Mental Health Patient Visit, Educational Visits, RN-01 Consultations
\$60 per visit	Hospice Patient Visit, Wound VACs, Recertifications, IV Visits, Discharge (Oasis)
\$75 per visit	Hospice Death Visit
\$90 per visit	Admission, Resumption of Care

Overtime will be calculated by a blended rate that combines the downtime hours worked with the per visit numbers worked.

VISITING NURSE ASSOCIATION OF OHIO


Signature

Signature

03/09/2022
Date

OHIO NURSES ASSOCIATION:


Signature


Signature


Signature

Signature

Code for Nurses

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining and improving healthcare environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice and for shaping social policy.



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2022-2025 VNA_ONA CBA Final PDF


Final Audit Report

2022-03-30

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