

MEMORANDUM OF AGREEMENT

Between

VNA HEALTH GROUP OF NEW JERSEY / VISITING NURSE ASSOCIATION OF ENGLEWOOD

AND

HPAE AFT/AFL-CIO, Local 5107

**This memorandum of agreement shall be applicable to the respective CBAs referenced above.
The following change to the current CBA shall be implemented in the new CBAs.**

ARTICLE 31

WAGES, DIFFERENTIALS, BONUSES AND OTHER ECONOMIC BENEFITS

31.1 Wages

Hourly Employees

- (a) Each hourly employee that is on the payroll of Employer on October 31, ~~2019~~-2024, shall receive the below hourly wage rate:
- (b) Each hourly employee that is on the payroll of Employer on October 31, ~~2020~~-2024, shall receive the below hourly wage rate:
- (c) All Per-Diem, Part-time, and Full-time bargaining unit members will receive the following across the board raises added to the hourly wage rate as follows, retroactive to Nov. 1, ~~2021~~ 2024:
- Effective Nov. 1, 2024 - for Englewood and Essex: **\$2.00 per hour**
 - Effective Nov. 1, 2025 - for Englewood and Essex: **2.5%**
 - **Adding Years of Experience Tenure Bands to include now: 0-2, 3-5 and 30+ for all nurses**

RN RATES

ENGLEWOOD RN Hourly Rates		+\$2 per hour	2.5%
Years of Experience (YOE)	11/1/2023	11/1/2024	11/1/2025
0-5 replace with 0-2	\$43.81	\$45.81	\$46.96
3-5 ADD LEVEL		\$47.50	\$48.69
6-10	\$46.42	\$48.42	\$49.63
11-15	\$49.01	\$51.01	\$52.29
16-20	\$51.58	\$53.58	\$54.92
21-24	\$53.09	\$55.09	\$56.47
25-29	\$54.60	\$56.60	\$58.02
30+ ADD level		\$57.00	\$58.43

ESSEX RN Hourly Rates		+\$2 per hour	2.5%
Years of Experience (YOE)	11/1/2023	11/1/2024	11/1/2025
0-5 replace with 0-2	\$43.21	\$45.21	\$46.34
add 3-5		\$45.50	\$46.64
6-10	\$43.83	\$45.83	\$46.98
11-15	\$44.35	\$46.35	\$47.51
16-20	\$45.13	\$47.13	\$48.31
21-24	\$46.16	\$48.16	\$49.36
25-29	\$47.00	\$49.00	\$50.23
30+ ADD level		\$50.00	\$51.25

LPN RATES

ENGLEWOOD LPN Hourly Rates		+\$2 per hour	2.5%
Years of Experience (YOE)	11/1/2023	11/1/2024	11/2/2025
0-5 replace with 0-2	\$33.85	\$35.85	\$36.75
add 3-5		\$36.00	\$36.90
6-10	\$34.27	\$36.27	\$37.18
11-15	\$34.49	\$36.49	\$37.40
16-20	\$34.80	\$36.80	\$37.72
21-24	\$35.08	\$37.08	\$38.01
25-29	\$35.44	\$37.44	\$38.38
30+ ADD level		\$38.00	\$38.95

ESSEX LPN Hourly Rates		+\$2 per hour	2.5%
Years of Experience (YOE)	11/1/2023	11/1/2024	11/2/2025
0-5 replace with 0-2	\$33.85	\$35.85	\$36.75
add 3-5		\$36.00	\$36.90
6-10	\$34.27	\$36.27	\$37.18
11-15	\$34.49	\$36.49	\$37.40
16-20	\$34.80	\$36.80	\$37.72
21-24	\$35.08	\$37.08	\$38.01
25-29	\$35.44	\$37.44	\$38.38
30+ ADD level		\$38.00	\$38.95

Per Visit Employees

- (a) On a case by case basis, and at a management’s discretion, extra hourly pay or revisit pay may be added for extended visits done by per visit nurses:
- ~~(b)~~ LPNs currently receiving \$46.84/\$57.09 (weekend/holidays) for revisits shall **continue to receive these rates or move to the higher rate.**
- (c) ~~Each hour~~ Time spent in a staff meeting or in-service program shall be at the hourly rate they would receive as an hourly employee above whether it is held at the VNA office or is a required online module, as per Article 10.3.

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PER VISIT RATES

		3.50%	2.50%
ENGLEWOOD RN Per Visit Rates	11/1/2023	11/1/2024	11/1/2025
Admits	\$ 145.73	\$150.83	\$154.60
Above -- weekends and holidays	\$ 161.93	\$167.60	\$171.79
Resumptions	\$ 116.77	\$125.00	\$128.13
Above -- weekends and holidays	\$ 133.45	\$138.12	\$141.57
Recertification/ Discharges/RN01	\$ 83.41	\$86.33	\$88.49
Above -- weekends and holidays	\$ 116.77	\$120.86	\$123.88
Revisits	\$ 69.09	\$71.51	\$73.30
Above -- weekends and holidays	\$ 85.28	\$88.26	\$90.47

		3.50%	2.50%
ENGLEWOOD LPN Per Visit Rates	11/1/2023	11/1/2024	11/1/2025
Revisits(including discharges & transfers with visit)	\$ 41.02	\$42.46	\$43.52
Above -- weekends and holidays	\$ 57.21	\$59.21	\$60.69

ESSEX RN Per Visit Rates	3.50%		2.50%
	11/1/2023	11/1/2024	11/1/2025
Admits	\$ 145.73	\$150.83	\$154.60
Above -- weekends and holidays	\$ 161.93	\$167.60	\$171.79
Resumptions	\$ 116.77	\$125.00	\$128.13
Above -- weekends and holidays	\$ 133.45	\$138.12	\$141.57
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Revisits	\$ 69.09	\$71.51	\$73.30
Above -- weekends and holidays	\$ 85.28	\$88.26	\$90.47

ESSEX LPN Per Visit Rates	3.50%		2.50%
	11/1/2023	11/1/2024	11/1/2025
Revisits(including discharges & transfers with visit)	\$ 41.02	\$42.46	\$43.52
Above -- weekends and holidays	\$ 57.21	\$59.21	\$60.69

(d)31.2 Incentives

Clinical Operations Bonus Scorecard

<u>OASIS Related – 30% weighted value (10% each)</u>
<u>1. Dyspnea Improvement – Target 96%</u>
<u>2. Management of Oral Medications – Target 95%</u>
<u>3. Eliminate non-in-person discharge visits – Target 5%</u>
<u>Hospitalizations – 35% weighted value</u>
<u>1. 60- Day Hospitalization Rate (Medicare Only) – Target 12%</u>
<u>Patient Experience - 35% weighted value (17.5%each)</u>
<u>1. Improve HHCAHPS response rate – Target 25%</u>
<u>2. Recommend the Agency – 90%</u>
<u>Clinician Productivity – Yes or No</u>
<u>1. RN and LPN Individual Productivity is equal to 28 points per week average or above for the time period bonus is rewarding to be eligible for bonus</u>
<u>2. HCIC – If 90% of the RN and LPNs meet Individual Productivity, HCICs will be eligible for the bonus</u>

Plan Rules:

First Payout:

1. Bonus opportunity of \$500 quarterly will be awarded starting April 2025 to full-time clinicians and per diem clinicians (who have worked at least 375 hours in the past three months) for improvements in 60-day hospitalization rates, HHCAHPS response rates, and achieving an average individual productivity of 28 points or higher per week. Improvement will be measured against 2024 results. Per Diem clinicians who have worked at least 187.50 hours will be eligible for a \$250 quarterly bonus.
2. The metrics will be tracked out of HomeCare HomeBase (HCHB) for Hospitalization and Productivity. HHCAHPS response rates will come from our Patient Experience Vendor, e.g. SHP.
3. RN and LPN Individual Productivity of 28 points or higher per week must be met to be eligible for the bonus.
4. Baseline metrics are as follows:
 - West Orange 60-day Hospitalizations – 15%
 - Englewood 60-day Hospitalizations – 14%
 - West Orange HHCAHPS response rate – 11%
 - Englewood HHCAHPS response rate – 21%

2025 Forward:

1. Bonus opportunity of \$500 quarterly will be awarded to full-time clinicians and per diem clinicians (who have worked at least 375 hours in the past six months) for improvements in 2024 60-day hospitalization rates, HCAHPS response rates, and achieving an average individual productivity of 28 points or higher per week. Per Diem clinicians who have worked at least 187.50 hours will be eligible for a \$250 quarterly bonus.
2. The metrics will be calculated based on homecare visits completed in the prior quarter as follows:

<u>Measurement Period</u>	<u>Bonus Payout Month</u>
<u>January 1, 2025 – March 31, 2025</u>	<u>April 2025</u>
<u>April 1, 2025 – June 30, 2025</u>	<u>July 2025</u>
<u>July 1, 2025 – September 30, 2025</u>	<u>October 2025</u>
<u>October 1, 2025 – December 31, 2025</u>	<u>January 2026</u>
<u>January 1, 2026 – March 31, 2026</u>	<u>April 2026</u>
<u>April 1, 2026 – June 30, 2026</u>	<u>July 2026</u>
<u>July 1, 2026 – September 30, 2026</u>	<u>October 2026</u>

3. The metrics will be tracked out of HomeCare HomeBase (HCHB) for Hospitalization and Productivity. HCAHPS response rates will come from our Patient Experience Vendor, e.g. SHP.
4. RN and LPN Individual Productivity of 28 points or higher per week must be met to be eligible for the bonus.
5. If CMS changes VBP (value based purchasing) payment model, VNA retains the right to update the Bonus plan.

Eligibility:

Clinicians must be active on payroll at the time of bonus payments to be eligible for the bonus.

Disqualifiers for Bonus Eligibility:

- Serious policy or performance violations, such as:
 - Major conduct violations (e.g., harassment, discrimination)
 - Consistently low performance despite warnings
 - Unsafe behavior endangering others
- Additional grounds for disqualification include code of conduct violations, such as :
 - Substance abuse
 - Financial or ethical misconduct
 - Insubordination
 - Significant client complaints
 - Disruptive or hostile behavior toward colleagues

These behaviors compromise trust, safety, and teamwork, violating policy standards for bonus eligibility.

~~2020 and 2021 Quality & Patient Experience Bonus opportunity shall be offered for all full-time and regular part-time registered nurses and licensed practical nurses, and per diem registered nurses, and per diem LPNs. The per diem nurses must work 1,000 hours in one year to be eligible for this bonus. Those eligible must be on payroll and have tenure greater than six months by 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.~~

~~———— The bonus is paid out if VNA of Englewood in calendar year 2020:~~

~~a. ——— Achieves a 3.5 CMS Star Rating in Quality and Patient Experience in the preceding 12-month CMS reporting period; and/or~~

~~b. ——— Achieves CAHPS Patient Experience Scores at or above 50th percentile of the national target in all four out of five domains for three (3) consecutive quarters.~~

~~The 2020 Bonus award is one percent (1%) of total earnings as of December 31 for meeting one or both of the above criteria.~~

~~———— The bonus is paid out if VNA of Englewood in calendar year 2021:~~

~~a. ——— Achieves a 4.0 CMS Star Rating in Quality and Patient Experience in the preceding 12-month CMS reporting period; and/or~~

~~b. ——— Achieves CAHPS Patient Experience Scores at or above 50th percentile of the national target in all four out of five domains for three (3) consecutive quarters.~~

~~The 2021 Bonus award is two percent (2%) of total earnings as of December 31 for meeting one or both of the above criteria.~~

~~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 Employer's Quality Steering Committee will then meet to advise management on final calculation using CMS benchmarks. The final bonus amount will then be approved with management discretion.~~

~~Any bonus achieved will be paid within 30 days of final calculation and management approval in a separate check.~~

Productivity Incentive Plan

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Upon ratification, the following Productivity Incentive Plan shall be in place for the term of this agreement for hourly employees:

Employees completing visits that surpass 30 points in a week shall receive an additional ~~\$30~~ **\$40.00** per each visit point for each visit above 30 points. For instance, if a nurse is at 30 points, and the next visit(s) would cause her to surpass 30 points (a SOC, ROC, or re-cert), then the employee would be paid at ~~\$30~~ **\$40.00** per each visit point for that visit and ~~\$30~~ **\$40.00** per visit point for any subsequent visits.

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Every fifteen minutes shall be equal to a quarter point.

If an employee has a scheduled day off during the week, they shall be credited with no less than six (6) points for that day. This is so the employee can achieve the bonus for surpassing 30 points in a given week. This credit shall not apply to days an employee calls out sick.

For Productivity Incentive purposes, all Starts of Care documentation must be completed within 24 hours of the visit. Failure to do so will eliminate the Productivity Incentive for that visit. This provision shall not apply in cases where a nurse completed three (3) Starts of Care in one day. In those cases, the nurse shall have up to 48 hours to complete the documentation for those visits and still receive the incentive.

It is not the intention of the parties for an individual to receive Critical Need Incentive Pay (31.8 (b)), Call-In Assignment bonus (31.8 (e)), and Productivity Incentive (31.8 (g)) for the same visit. If a situation arises where an individual is entitled to two or more of the above for a single visit, the employee shall receive the bonus which is most beneficial to that employee.

REFERRAL HCIC INCENTIVE-

<u># of referrals entered with an open SOC per month</u>	<u>Monetary Bonus</u>
50-65%	\$250
65-70%	\$500
80-75%	\$1,000
Greater than 100-80%	\$2,000

31.231.3 Employer will determine hiring-in rates. In the first full pay period following December 1, 2019, all incumbent employees will be moved to the correct step on the wage scale in section 4 of this article, in accordance with their full credited years of experience.

31.331.4 All employees who were employed as of date of contract execution will receive the experience differential above for 100% of their EHMC/Employer experience and seventy-five percent (75%) of the employee's non-EHMC/Employer nursing experience. The increase will be equal to one (1) creditable year of nursing experience, up to a maximum of fourteen (14) years' credit (based on up to 18.6 years of experience). The nursing experience must have been in community, health, hospice, med-surg, case management, gerontology, maternal-child health or OB-GYN. For the purpose of calculating the service credit the employer will use the information in its possession. If additional information is necessary, an eligible employee hired prior to contract execution will be provided two months from the date of contract execution to submit his/her resume identifying the name and address of the employer,

dates of service and a description of the job duties for each position held in order to receive credit on prior experience. Employees hired after date of contract execution will be provided experience credit in the same manner set forth above.

31.4 (c) Per Visit Employees

All Per-Diem, Part time, and Full time bargaining unit members will receive the following across the board raises added to the hourly wage rate as follows, retroactive to Nov. 1, 2021-2024:

- Effective Nov. 1, 2021: ~~2.75%~~ **3.5% per hour increase for Admits, Above weekends and holidays, Resumption, Above weekends and holidays, for all other visits 2% increase**
- Effective Nov. 1, 2022: ~~2.5%~~ **3.5% per hour increase for Admits, Above weekends and holidays, Resumption, Above weekends and holidays, for all other visits 2.5% increase**

RNs	11/1/2023	11/1/2024	11/1/2023-2025
Admits	\$145.73	\$148.64	\$145.73 \$152.36
Above Weekends and Holidays	\$161.93	\$165.17	————— \$169.30
Resumptions	\$116.77	\$119.11	————— \$122.08
Above Weekends and Holidays	\$133.45	\$136.12	\$116.77 \$139.52
Recertification/discharges/RN01	\$83.41	\$85.08	————— \$87.21
Above Weekends and Holidays	\$116.77	\$119.11	\$83.41 \$122.08
Revisits (including discharges and transfers with visit)	\$69.09	\$70.47	————— \$72.23
Above Weekends and Holidays	\$85.28	\$86.99	————— \$89.16

On a case by case basis, and at a management's discretion, extra hourly pay or revisit pay may be added for extended visits done by per visit nurses. ~~————— 2% 3.5% ————— 2.5%~~

LPNs	11/1/2023	11/1/2025	11/1/2026
Revisits (including discharges and transfers with visit)	\$41.02	\$41.84	\$42.89
		\$43.30	\$44.38
Above Weekends and Holidays	\$57.21	\$58.35 \$60.39	\$59.81
			\$61.89

3.5% for 2024 and 2.5% 2025

LPNs currently receiving \$46.84/\$57.09 (weekend/holidays) for revisits shall continue to receive these rates ~~move to the higher rate.~~

Each hour ~~Time~~ spent in a staff meeting or in service program shall be at the hourly rate they would receive as an hourly employee above whether it is held at the VNA office or is a required online module, as per Article 10.3.

31.5 Preceptor and Level 3 Nurses

(a) Effective January 1, 2018, the Employer shall establish a Preceptor Program. The purpose of the Preceptor Program will be to have "preceptors" provide individualized assistance and attention to newly hired Staff Nurses in order to facilitate their transition into the organization.

(b) Preceptors will be selected by the Employer based upon such factors as clinical competency, communication and interpersonal skills, and a minimum of one (1) year of service with the Employer. Each Preceptor will receive appropriate formal training prior to beginning work as a preceptor.

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

(d) **RN and LPN** Preceptors, shall be paid a differential of two dollars (\$2.00) per hour for all hours paid during the time the employee holds the "preceptor" designation, except that Preceptor IIs shall be paid a differential of three dollars (\$3.00) an hour. Nurses who have been trained and certified by Employer as preceptors shall receive this differential at all times. nurses who have not been trained and certified by employer as preceptors, but due to operational needs are needed by the organization to precept, shall do so only a voluntary basis, and **RN Preceptors** shall receive ~~one dollar and twenty five cents (\$1.25)~~ **thirty dollars (\$30.00) daily per day per hour for each hour day spent precepting a new employee. **For RN'S, LPN preceptors shall receive and twenty- five (\$25.00) daily for eachper day spent precepting for LPN's a new employee.****

(e) Preceptors/Orienters shall have a reduced case load while they are precepting, no more than five (5) points per day.

(f) Nurses holding the position of Level 3 Nurse shall be paid a differential of one dollar and twenty-five cents (\$1.25) in addition to any other wage or differential they are eligible to receive. The terms of the position will be as per the Job Description dated 1/28/11, as such precepting duties are part of the normal role of the Level 3 and therefore they do not receive additional preceptor differential.

(g) The Employer shall make its best efforts to not assign a doctor/intern/student to travel with a nurse to visits. In the event that it cannot be avoided the nurse shall be compensated with a flat \$30 (thirty dollars) stipend for each day the doctor/intern/student is assigned to them.

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31.6 Education

- (a) Hourly recognition pay of one dollar (\$1.00) will be given to Nurses holding a Bachelor's degree related to the Nurses job as determined by the agency.
- (b) An additional hourly recognition pay of one dollar (\$1.00) will be given to Nurses holding a Master's degree related to the Nurses job as determined by the Employer.
- (c) Nurses will have 90 days from the ratification date of this agreement to present proof of degree. Employees receiving degrees in the future, will have 30 days from the date of the degree to submit their proof, otherwise this benefit will be effective as of the date that the proof is submitted.

31.7 Certification

- (a) An additional hourly recognition pay of ~~\$1.00~~**2.00** per hour will be given to Nurses holding a ANA/NAPNAP or other nationally recognized Certification related to the Nurses job as determined by the Employer. Such certifications include, but are not limited to:

Case Management Certification (by nationally recognized organization)

Gerontological Nurse

Maternal/Child Health Nurse

Hospice (NBCHN) and Palliative Care (CHPN) Certifications

ANCC Med-Surg Certifications

Wound Care

Chronic Care

Ostomy

Diabetic Wound Care (WCEI)

AHN-CC

Employer will pay nurses so certified the hourly amount provided the area of certification relates directly to their current position. The nurse will be responsible for keeping his/her certification current in order to receive the recognition pay, and the Employer will pay for the cost of recertification in accordance with Article 15.5.

Nurses will have 90 days from the ratification date of this agreement to present proof of certification. Employees receiving certification or renewing certification in the future, will have 30 days from the date of the certification or renewal to submit their proof, otherwise this benefit will be effective as of the date that the proof is submitted.

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31.8 Bonuses & Other Economic Benefits (Englewood)

(b) Critical Need Incentive Pay: In circumstances in which the Employer determines that there is a patient care need that cannot be met by staff during regularly scheduled hours, Employer, in its sole discretion, may offer the available patient visit(s) to nurses on a volunteer basis. To invoke this procedure, the Employer will send an email to all Nurses identifying the call as a Critical Need Incentive Pay offer. The available visits shall be offered by seniority, provided however, that nurses shall be required to respond within one (1) hour of the announcement to reserve a place. If it is after 1:30 pm when the need is identified, the employer may choose from the nurses who have responded by seniority after one half hour. Any nurse who performs a patient visit(s) under this provision shall be paid the following amounts in addition to all other wages and applicable differentials:

- ~~Revisit: \$30.00~~ - **\$40.00 per visit point**
- ~~Recertification : \$35.00~~
- ~~Resumption of care: \$80.00~~
- ~~Admission: \$90.00~~

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

(c) Vehicles

i) Mileage: Employees using their own vehicles shall be reimbursed at the then current rate set by the IRS for all miles driven during the course of the employee’s work day except for detours made for the employee’s personal reasons.

Effective April 1, 2014, employees who are scheduled by the Employer to report to their first assigned working locations before reporting to the office shall receive the mileage rate for any distance between their home and the first assigned working location, minus the distance from their home to the office. Employee is responsible for calculating that mileage and entering it into Home Care Home Base. Mileage not entered within the pay period incurred will be denied.

On-Call shall receive mileage reimbursement from portal to portal for miles traveled.

(ii) When emergency repairs cannot be made to the employee’s vehicle after working hours, a car may be rented for not more than fifteen (15) days. Staff will have the option of using a vendor contracted by the employer that will bill the agency directly, or they may choose their own vendor for which the Nurse will submit a bill for reimbursement to the employer. The employer reserves the right to pay any of the rental charges directly to the supplier and reimburse itself from the next succeeding salary payment to the Nurse for any monies in excess of the fifteen (15) days. The maximum per diem rental rate to be paid by the employer will be thirty-five (\$35) dollars per day or the rate set by the contract between Employer and the then current contracted vendor. All costs in excess of such rate will be the responsibility of the individual employee. Car rentals exceeding one (1) day will be reimbursed following supervisory approval.

(iii) The Employer shall educate all members on the process of correctly inputting work mileage to account for detours not mapped by the pre-scheduled route. This shall include on-call portal to portal mileage.

(iv) The Employer shall reimburse nurses for State-approved parking placards (both initial and renewals) for those nurses working in areas with restricted residential parking that necessitate placards.

(d) On-Call

(i) For regular employees, on-call shall only be a voluntary assignment in addition to an employee's regularly scheduled hours. The employer shall have the right to schedule on-call among volunteers based upon employer and patient needs. Per Diems hired after May 31, 2016 are required to make themselves available to work one on-call shift per month between the hours of 4:30 PM and 8:30 AM.

Per diems assigned on-call may obtain a bargaining unit volunteer to work their assigned on-call shift subject to the clinical manager's approval.

(ii) On call nurses will be paid ~~ten dollars (\$10.00) thirteen dollars~~ **twelve dollars (\$12.00)** per hour for on-call hours and receive on scale rate for patient care hours portal to portal with a two (2) hour minimum per on-call shift. Any on-call OASIS visits shall be paid at the nurse's hourly rate plus critical need bonus pay in accordance with Article 31.8(b). On Call shall include holiday pay. ~~On-call staff will not be expected to accept a visit after 6:45 am~~

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(iii) A regular employee and a per diem employee who is actually called in to care for a patient may delay the start of their regular shift by the portal to portal time plus one-half hour if scheduled to work within eight hours of the end of the time they were providing patient care. **This delay will count as time worked equaling 1 point credited for the day per visit.**

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(iv) The Employer may post positions that are on-call only. Full time for this position will be four (4) on-call shifts in a seven (7) day period; less than four (4) on-call shifts will be considered part-time and receive prorated benefits. This position shall be pension-eligible, provided the total hours worked on-call or regular time are above 1000 in a calendar year. The full-time position will receive time off benefits equivalent to the full time day staff.

(v) On-Call nurses shall only cover towns normally serviced by VNA of Englewood.

31.8 Bonuses & Other Economic Benefits (ESSEX)

(a) **Temporary Re-assignment:** Home Care Intake Coordinators may be required to cover more than one facility in the course of their regularly scheduled workday based on facility census and proximity. Should it become necessary for a HCIC to cover an additional facility above their usual assignment they shall receive an additional ~~\$20.00~~100.00 per day. The bonus is contingent on prior manager authorization and applies specifically to assignments requiring multi-facility coverage due to census fluctuations and proximity needs. A bonus may also be awarded for situations where a critical need arises to cover a site alone that is typically staffed by more than one HCIC.

(a) **Out of County:** In circumstances in which the Employer determines that, during regularly scheduled hours, there are patient care needs outside of Essex or Hudson Counties that cannot be met by utilizing non-HPAE bargaining unit staff, the Employer, in its sole discretion, may schedule available assignments to HPAE staff nurses. Any such available assignments shall first be offered on a volunteer basis based on seniority; if enough employees have volunteered, then the Employer will schedule in inverse order of seniority. Any nurse who performs an assignment outside of Essex or Hudson Counties under this provision, during regular work hours, shall be paid a differential of \$3.00 per hour for the entire shift for the travel time and work time out of Essex or Hudson Counties. The differential shall be in addition to all other wages and applicable differentials. HPAE bargaining unit members temporarily working in a non-Employer service area shall remain covered by this agreement. Under no circumstances will any VNA Health Group of NJ, LLC bargaining unit employees be paid an out-of-county bonus for any work performed in Essex or Hudson Counties.

(b) **Critical Need Incentive Pay:** In circumstances in which the Employer determines that there is a patient care need that cannot be met by staff during regularly scheduled hours, the Employer, in its sole discretion, may offer the available patient visit(s) to nurses on a volunteer basis. To invoke this procedure, the Employer will send an email to all Nurses identifying the call as a Critical Need Incentive Pay offer. The available visits shall be offered by seniority, provided however, that nurses shall be required to respond within one (1) hour of the announcement to reserve a place. If it is after 1:30 pm when the need is identified, the employer may choose from the nurses who have responded by seniority after one half hour. Any nurse who performs a patient visit(s) under this provision shall be paid the following amounts in addition to all other wages and applicable differentials:

-\$40.00 per visit point

<u>Revisit:</u>	<u>\$40.00</u>
<u>Recertification/RN01:</u>	<u>\$45.00</u>
<u>Resumption of care :</u>	<u>\$95.00</u>
<u>Admission:</u>	<u>\$115.00</u>

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

Productivity Incentive Plan (Essex will adopt Englewood's language for this section)

(g) Productivity Incentive Plan

Upon ratification, the following Productivity Incentive Plan shall be in place for the term of this agreement for hourly employees: Employees completing visits that surpass 30 points in a week shall be paid at the critical need incentive rates listed in section 31.8 (c) for each visit above 30 points. For instance, if a nurse is at 30 points, and the next visit would cause her to surpass 30 points (a SOC, ROC, or re-cert), then that visit would be paid at the critical need incentive rates.

If an employee has a scheduled day off during the week, she/he shall be credited with no less than six (6) points for that day. This is so the employee can achieve the bonus for surpassing 30 points in a given week. This credit shall not apply to days an employee calls out sick.

Upon ratification, the following Productivity Incentive Plan shall be in place for the term of this agreement for hourly employees:

Employees completing visits that surpass 30 points in a week shall receive an additional \$30 ~~\$40.00~~ per each visit point for each visit above 30 points. For instance, if a nurse is at 30 points, and the next visit(s) would cause her to surpass 30 points (a SOC, ROC, or re-cert), then the employee would be paid at \$30 ~~\$40.00~~ per each visit point for that visit and \$30 ~~\$40.00~~ per visit point for any subsequent visits. **Every fifteen minutes shall be equal to a quarter point.**

If an employee has a scheduled day off during the week, they shall be credited with no less than six (6) points for that day. This is so the employee can achieve the bonus for surpassing 30 points in a given week. This credit shall not apply to days an employee calls out sick.

For Productivity Incentive purposes, all Starts of Care documentation must be completed within 24 hours of the visit. Failure to do so will eliminate the Productivity Incentive for that visit. This provision shall not apply in cases where a nurse completed three (3) Starts of Care in one day. In those cases, the nurse shall have up to 48 hours to complete the documentation for those visits and still receive the incentive.

(h) It is not the intention of the parties for an individual to receive Critical Need Incentive Pay (31.8 (b)), Call In Assignment bonus (31.8 (e)), and Productivity Incentive (31.8 (g)) for the same visit. If a situation arises where an individual is entitled to two or more of the above for a single visit, the employee shall receive the bonus which is most beneficial to that employee.

(i) HICICS Critical Need bonus—HICICS shall receive one hundred and fifty (\$150.00) dollar bonus per day when short staffed, covering or when needed to fill in at a hospital/facility.

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The parties agree to the below HPAE Retiree Medical Trust, subject to agreement to the language:

Union #20 Englewood and Essex

HPAE Retiree Medical Trust effective January 1, 2025

1. **Employer Employee Contribution:** ~~The Full-time Employee employees~~ shall make a ~~monthly~~ ~~facilitate the~~ payment of a ~~monthly contribution of \$.10 per paid hour~~ ~~\$7.50 per bi-weekly pay~~ to the Health Professionals and Allied Employees, AFT/AFL-CIO, Retiree Medical Trust ("Retiree Medical Trust") ~~for each full time, part time, and per diem employee.~~ ~~Part-time employees shall make payment of \$3.75 per bi-weekly pay.~~ On a monthly basis, the Employer will transfer one check to the Retiree Medical Trust representing ~~\$.10 per paid hour~~ ~~two (2) bi-weekly pay periods~~ for each full-time, ~~and~~ part-time, ~~and per diem employee~~ who worked in that month.

~~2. **Definition of Paid Hours:** Paid hours include regular, PTO, and non overtime hours worked up to, but not beyond, 80 hours per two week pay period. Paid hours includes incentive hours paid for "Baylor" RNs and LPN'S. For nurses paid on a per visit basis, \$.10 shall be deducted for each RVE for which they are paid, and \$.10 per hour shall be deducted for meeting time, paid up to the maximum to 80 hours for the combined total of RVE and meeting hours per pay period. Paid hours do not include on call time, preceptor differential, education hours, PTO sell back, EST, jury duty and bereavement pay, bonus payments, and call back hours. This definition of paid hours is intended to reflect the parties' current practice.~~

3. **Transmittal of Contributions:** The Retiree Medical Trust shall remain separate and apart from any other retiree health insurance funding program which may be established by the Employer, unless changed by mutual agreement of the parties to this Agreement. Contributions to the Retiree Medical Trust shall be due to the Retiree Medical Trust on the ~~10th~~ 15th of the month following the month for which the contributions are made.

4. **No Liability for Employer or Union:**

A. The monies contributed to the Retiree Medical Trust shall be used only for retiree health insurance premiums or health service expenses, and the reasonable cost of administering the Retiree Medical Trust as permitted by law. ~~The Employer hereby acknowledges receipt of the Trust Agreement governing the Trust and will cooperate with the Retiree Medical Trust in reporting and depositing the required deductions set forth above, according to the rules set by the Trustees of that Retiree Medical Trust. The parties acknowledge the provisions in Article XI, Sections 1 and 2, limiting the liability of both participating Employer and Union.~~

B. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of ~~the provisions of this Subsection 13.5~~ the HPAE Retiree Medical Trust, and the Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that might arise out of or by reason of any action, claim, demand or suit by any person which may involve or be in whole or part based upon collection or deduction of any money by the Employer

submitted to the Retiree Medical Trust ~~in accordance with the terms of this Subsection and/or the Trust Agreement~~, or which may involve or be in whole or part based upon the use of any monies by the Union or the Retiree Medical Trust which may have been collected or deducted by the Employer and remitted to the Retiree Medical Trust ~~pursuant to this Subsection 13.5 and/or the Trust Agreement~~. Once the funds are remitted to the Retiree Medical Trust, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Retiree Medical Trust. So long as the Employer makes payment of the deductions directed by the Union in the amount herein specified, the Employer shall have no additional liability or responsibility to any of the Union, the Retiree Medical Trust, or the employees for whom the deductions are made.

~~6. — **Per Visit Employees:** For the purpose of determining paid hours, one (1) RVE will count as one (1) hour of work, and two (2) RVEs will count as two (2) hours of work.~~

ARTICLE 9

WORK TIME/HOURS OF WORK

9.1 The normal work week for full time employees, except as otherwise provided in this Agreement and as set forth in job descriptions, shall consist of thirty-seven and one-half (37-1/2) hours within a seven (7) day period. The Employer shall set the work schedule and hours of work for employees based upon its patient care and operational needs and convenience. Notwithstanding the foregoing, the normal work week for full time employees hired prior to the ratification of this agreement shall be thirty-seven and one-half (37-1/2) hours, Monday – Friday, from 8:30 a.m. to 4:30 p.m. ~~After 15 years of employment, employees shall be eligible to work a 30-hour work week and maintain full benefits.~~

9.2 The Employer shall be able to create and post positions with work schedules outside of the normal shifts of work (as per 9.1). Such positions may either be hourly or per visit positions. These alternative shifts are, **including but not limited to:**

- (a) Any five (5) shifts at seven and a half (7.5) hours per shift within a seven day period with a weekend and holiday rotation commitment.
- (b) Any four (4) shifts with three (3) shifts at nine and a half hours (9.5) hours per shift and one (1) shift at nine (9) hours per shift within a seven day period with a weekend and holiday rotation commitment.
- (c) Any three (3) shifts at twelve and a half (12.5) hours per shift within a seven day period with a weekend and holiday rotation commitment.

Full time Per Visit Nurses will also be hired into work scheduled options outlined above with a weekend or holiday rotation commitment.

All weekend and holiday commitments are per article 12 of this agreement.

With sixty (60) days notice the Employer shall have the right to make temporary changes to an individual employee's regular work hours, provided that such changes shall be limited to twenty (20) days per quarter. Changes with less than sixty (60) days notice to an employee's regular work hours may be made with the consent of the effected employee.

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

- (d) Any work schedule that does not exceed the 37 ½ hour per week threshold set forth in Article 9.1.

Article 10
STAFFING/WORKLOADS

Patient care at the Employer is delivered through an interdisciplinary case management model. As such, staff focus is on assisting patients to achieve mutually set goals through care coordination with other disciplines involved and through the provision of the number of visits needed to achieve these objectives. Managers will establish a routine of case conferencing to assist staff to meet case management objectives.

10.1 Caseload size and number of visits per week are used to determine staffing levels so that the Employer can maintain quality of care within budget restraints.

a) No more than 2 Start of Care Visits (SOC) or 6 points will be assigned to a 7.5-hour nurse on a weekday or weekend unless mutually agreed upon. No more than 8 points will be assigned to a 9.5-hour employee on a weekday or weekend unless mutually agreed upon, and no more than 3 for 9.5-hour employees on weekdays. On weekends and holidays no additional visits over 3 Start of Care visits will be assigned a 7.5-hour nurse in a single day and no additional visits over 4 Start of Care visits will be assigned 9.5-hour nurses, unless mutually agreed upon. If a 7.5-hour nurse on a weekend or a holiday has a full assignment (6 points or three two starts of care visits) no additional visits shall be assigned for that day, unless mutually agreed upon. If a 9.5-hour nurse on a weekend or a holiday has a full assignment (8 points), no additional visits shall be assigned for that day, unless mutually agreed upon.

b) The above SOC limitation only applies to hourly all employees and does not pertain to per diem or per visit employees.

(b) An hourly Any employee who wishes to do more SOC than outlined in 10.1a may do so.

(c) Case managing staff is expected to maintain a productivity of 30 points per week weighted as follows:

Start of Care (SOC) = 3

~~IV Start of Care (SOC) = 4~~

~~IV Revisit = 2~~

Resumption of Care = 2- 2.5

Recertification = 1.5

RN01 = 2.0 1.5

~~Non-visit activity = .25 per 15 minutes~~

RN18 / In Home OASIS discharges 1.5

Revisits (includes all other in-home visits) 1

Virtual Telehealth = 1

Visit Attempts = 0.25; not to exceed four in one week

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High acuity SOC, Resumption of Care and Recertification, Revisit = additional point value. On a case by case basis, the employee may request a review of a potentially high acuity case. If management determines the patient is a high acuity case, an additional point(s) shall be granted. Management shall not unreasonably deny such a request.

For bonus purposes, all starts of care documentation must be completed within 24 hours of the visit. Failure to do so will eliminate the productivity bonus for that visit. This provision shall not apply in cases where a nurse completed three starts of care in one day. In those cases, the nurse shall have up to 48 hours to complete the documentation for those visits and still receive the bonus.

10.2 LPNs are expected to complete 32 after ~~with five years or greater seniority will be eligible for a bonus after 30~~ points per week and may be paired with case managing staff to assist in providing routine visits

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Article 28

HEALTH, GROUP LIFE, DENTAL AND LONG TERM DISABILITY INSURANCE

28.1 Group Life, Dental, and Long Term Disability Insurance Coverage as presently provided by the Employer shall be continued if such type of coverage is available. The Employer reserves the right to change its insurance carrier or carriers, provided coverage is equal to or better than previous coverage. The Employer shall notify the Union as soon as practicable when a determination has been made to change coverage and/or carriers.

28.2 The Employer shall provide a health insurance plan option for eligible employees with terms and conditions substantially equivalent to the UMR (United) PPO plan as currently provided. Employer shall have the right to change its health insurance carrier or the aforementioned plan at any time provided the above requirements are met.

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

(a) For the PPO plan, the Employer will pay 65% and the employee will pay 35% of the premium; and

(b) For the Surest plan, the Employer will pay 75%, and the employee will pay 25% of the premium.

28.4 The Employer shall have the right to change the physician co-payments and prescription co-payments to equal the health insurance plan co-payments for the applicable plan and calendar year.

28.5 The Employer shall have the right to offer new plans or options to eligible employees during the length of this agreement. The Employer shall notify the Union of any new plans or options as soon as practicable.

~~The employer shall provide members with a health reimbursement card as follows:~~

EPO/HRA	Surest	PPO
1000/2000	500/1000	500/100

ARTICLE 30

MONETARY BENEFITS

30.1 Frequency of payment will continue as heretofore. If the employer chooses to change the frequency of payment, the employer shall notify the union and the union shall have the right to bargain over the impact of such change. All paychecks shall be delivered in envelopes or other means of assuring confidentiality. Pay stubs will clearly identify specific hours worked and compensated, and entitled rates. ~~The pay stub Employees' shall contain~~ accrued unused benefit time balances are accessible through their timekeeping application on a mobile phone or computer.

30.2 ~~When an~~Effective January 1, 2025, if employer has made an error in pay ~~has been made,~~ the employer will issue a check with the correction within twenty-four (24) hours ~~if the error is equal to or greater than eight (8) hours pay and within seventy-two (72) hours for errors involving lesser amounts.~~ Such check will have the proper payroll deductions made.

When an employee fails to submit timecards within the designated timeframe, it may result in the manager processing payroll based on the information available at the time. In such cases, any discrepancies or omissions will be corrected in the subsequent payroll cycle as outlined in Employer's Timekeeping Policy #625.

30.3 Salary increases that may be delayed by the payroll cycle will be paid retroactively to the scheduled effective date and included in the next paycheck.

10.4 Englewood CBA **10.3** Essex CBA

Consideration will be given for patient care needs, travel that exceeds normal expectations, visit attempts, non-visit discharges, SN90s, and TIFs.

Consideration by the Employer will be given when distributing daily assignments to attempt to assign patients in a clustered location when possible. It is understood that frequently circumstances arise that cause assignments to be given that are not within close proximity of each other due to operational demands and location and patient needing to be assigned.

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 pm for an IV Start of Care (SOC), 2:30 PM for Start of Care (SOC), Resumption of Care (ROC) and recertification and 3:15 pm for a revisit.

All assignments shall consider not only time spent in the patient's home but also the time needed for completion of documentation within 24-48 hours from the visit date, in accordance with Employer policy. Nurse is expected to sync and confirm all their assignments within ninety (90) minutes after receiving final notification from the scheduler/manager.

A staff meeting or in-service program lasting up to one hour shall count as one (1) point and each additional fifteen (15) minutes spent in such meetings or programs will count as 0.25 points.

Each hour spent in a staff meeting or in-service program shall be paid at the employee's hourly rate whether it is held at the VNA office or is a required online module, including, but not limited to Employer Training Modules. The Employer and the employee shall mutually agree on a time either during the normal workweek (37.5 hours per week), or outside of the normal workweek, depending on the employee's caseload and Employer Training Modules deadlines.

13.1 An employee who resigns shall give the Employer four (4) weeks' written advance notice. Any time off taken during the notice period shall not count toward the 4-week requirement, except when the time off was previously scheduled time off, or an approved leave.

13.2 An employee's final paycheck shall be withheld until the employee returns all Company-issued property, for example, tablet, mobile phone, etc.

The above captioned parties agree to recommend for ratification of this MOA,
which shall be subject to the parties' ratification.

FOR HPAE: _____

FOR VNA: _____

DATE: _____

DATE: _____

