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**ARTICLE I  
PREAMBLE**

The parties to this Agreement are the Visiting Nurse Association of Southeastern Connecticut, Inc. (the “VNA” or the “Agency”) and the Visiting Nurse Association of Southeastern Connecticut Federation of Registered Nurses, Local 5119, AFT-CT AFT, AFL-CIO (the “Union”).

**ARTICLE II  
RECOGNITION**

The VNA recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all full-time and regular part-time registered nurses and per diem registered nurses as certified as an appropriate bargaining unit by the NLRB in Case No. 34-RC-1450.

**ARTICLE III  
MANAGEMENT RIGHTS**

All management functions, responsibilities, and rights, which the VNA has not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the VNA. More specifically, the VNA reserves the right in accordance with its sole and exclusive judgment and discretion to establish and administer policies and procedures related to patient care and all operations and services of the VNA; to reprimand, suspend, discharge or otherwise discipline employees for cause; to hire, promote, transfer, layoff and recall employees to work; to determine the size and composition of the work force, the number of employees, the duties to be performed, and the qualifications required; to direct employees; to determine staffing patterns and areas worked; to schedule and assign work; to maintain the efficiency of employees; to determine hours of operation; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to subcontract work; to control and regulate the use of facilities, supplies, equipment and other property of the VNA; to sell, lease, or otherwise dispose of any of its facilities and/or equipment; to extend, limit, or curtail its operations; to determine the number, location and operation of divisions, departments and all other units of the VNA; to determine and to make or change VNA rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and generally to manage the VNA and attain and maintain full operating efficiency and optimum patient care, except as expressly modified or restricted by a specific provisions of this Agreement. The enumeration of certain management prerogatives listed above shall not be deemed to exclude other management rights not specifically enumerated above, whether exercised or not, and it is specifically agreed that all of the rights, powers, or authority vested in the VNA prior to the designation of the Union as the representative of the employees covered herein are retained by the VNA, whether exercised or not, except those specifically modified by the express terms of this Agreement.

## **ARTICLE IV UNION RIGHTS**

**Section 1.** All employees in the bargaining unit as of the effective date of this Agreement shall as a condition of continued employment join the Union or pay a service fee to the Union not later than the 31<sup>st</sup> day following the execution date of this Agreement. The service fee shall be equal to the amount uniformly required of members for the proportionate cost of collective bargaining, contract administration and grievance adjustment in accordance with the law.

**Section 2.** All employees in the bargaining unit, who were hired after the effective date of this Agreement, shall as a condition of continued employment join the Union or pay a service fee to the Union on or after the 31<sup>st</sup> day of employment with the VNA. The service fee shall be equal to the amount uniformly required of members for the proportionate cost of collective bargaining, contract administration and grievance adjustment in accordance with the law.

**Section 3.** Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this agreement as Appendix A, the Employer agrees to deduct from the employee's pay on the second payroll period of each month such dues and/or service fees as determined by the Union.

**Section 4.** The amount will be certified by a responsible Union officer in writing and may be raised or lowered by the Union in accordance with law at any time upon notification by said officer to the employer.

**Section 5.** Such payroll deductions as provided herein, shall be remitted to the Union no later than the 20<sup>th</sup> of the next month following the month, which such dues and/or service fees were deducted together with a list of names or employees from whom the deductions had been made.

**Section 6.** The Union shall indemnify and hold the VNA harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees and cost of administrative or other hearings or proceedings, that shall or may arise out of, or by reason of, any action taken by VNA for purposes of complying with the provisions of this Article.

**Section 7. Union Rights to Information.** Subject to the requirements of the National Labor Relations Act, the VNA will make available to the Union, upon its request, information that is relevant and necessary for the proper enforcement, implementation or negotiation of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable. Records of nurses other than those involved shall not be available without the approval of the individual nurse.

**Section 8. Union Leave.** Union officers will be granted up to a total of six days per year (with a maximum of three days for each of two officers) without loss of pay to attend Union conferences and conventions. Union officers may also use available Paid Time Off, or may take time off without pay, for such purposes.

**Section 9. Bulletin Board.** One bulletin board in each office shall be provided for the exclusive use of the Union. Federation notices and announcements shall be posted in this location. Nothing shall be posted which is controversial or critical of the Agency.

**Section 10. Copy of Agreement.** The Agency agrees to furnish a copy of this Agreement to every employee. New hires shall be given a copy at the time of employment.

**Section 11. New Hires.** The Union will be notified of any new hire and shall be allowed to speak to the new hire after hours during the agency's orientation period at the Union's expense.

## **ARTICLE V NON-DISCRIMINATION**

**Section 1.** It is the continuing policy and obligation of the Agency and the Union that the provisions of this Agreement shall be applied without discrimination, in accordance with Federal and State Laws, relating to race, color, religion, sex, age, national origin, disability or sexual orientation.

**Section 2.** There shall be no discrimination against any employee because of Union membership or activity in accordance with law.

**Section 3.** Sexual harassment is prohibited under Section A. The Agency's sexual harassment policy is included in its employee handbook.

## **ARTICLE VI NO STRIKE/NO LOCKOUT**

**Section 1.** In consideration of the Agency's commitment in Section 2 below, the Union, its officers, agents, representatives, members, and all employees represented by the Union, shall not, for any reason, either directly or indirectly, instigate, authorize, promote, cause, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, picketing, leafleting, or any other interferences with or interruption of work during the term of this Agreement. Any violation of the above provisions shall subject a nurse to discipline, including discharge.

**Section 2.** In consideration of the Union's commitment in Section 1 above, the Agency shall not institute, declare or cause, or attempt to institute, declare or cause, any lock-out of the nurses from the Agency's premises during the term of this Agreement.

**Section 3.** In the event of an alleged violation of Section 1 or 2, the party aggrieved may institute expedited arbitration proceedings regarding such alleged violation by delivering written or facsimile notice thereof to the other party and to the American Arbitration Association. Immediately upon receipt of such written or facsimile notice, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give facsimile notice thereof, and hold the hearing within twenty-four (24) hours after his or her appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared paid by the party invoking arbitration. The failure of either party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 1 or 2 has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation. If the arbitrator finds that a violation of Section 1 or 2 is occurring or has occurred, the arbitrator shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hour after the close of the hearing. Such award and order shall be final and binding on the Agency and the Union.

**Section 4.** In the event of an alleged violation of Section 1 or 2, the party aggrieved may immediately apply to the United States District Court for the District of Connecticut for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

**Section 5.** In addition to any other remedy set forth in this Article, either party, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the other for damages suffered as a result of a violation of this Article. The remedies set forth in this Article are not exclusive, and either party may pursue whatever other remedies are available to it at law or equity.

## **ARTICLE VII GRIEVANCE AND ARBITRATION**

**Section 1.** A grievance is defined as an allegation by the Union or by the Agency that an express provision of this Agreement has been violated. The parties are encouraged to attempt to resolve a potential grievance prior to the initiation of a formal grievance at Step 1 as set forth below. All grievances shall be in writing as set forth in Section 2.

**Section 2.** All grievances must be filed and processed in accordance with the following procedures:

**Step 1.** The grievant must present the grievance in writing to his/her immediate supervisor within 15 calendar days of the event giving rise to the grievance, or from the time the grievant knew or should have known of the grievance. The parties shall meet to discuss the grievance within 10 calendar days of such presentation in an attempt to resolve it.

**Step 2.** If no satisfactory settlement is reached in Step 1 and further consideration is desired, the matter shall be presented in writing to the Vice President for Clinical Services within 10 days after the meeting at Step 1. Within 10 days calendar days after receipt of the written grievance, the Vice President for Clinical Services shall meet with the Union and the grievant in an attempt to resolve the matter. Within 10 calendar days after such meeting, the Vice President for Clinical Services shall render a decision in writing, citing the reasons therefore. A copy of the written decision will be provided to the grievant and the Union.

**Step 3.** If no satisfactory settlement is reached in Step 2 and further consideration is desired, the matter shall be presented in writing to the President within 10 days after the meeting at Step 2. Within 10 days calendar days after receipt of the written grievance, the President or his/her designee shall meet with the Union and the grievant in an attempt to resolve the matter. Within 10 calendar days after such meeting, the President or his/her designee shall render a decision in writing, citing the reasons therefore. A copy of the written decision will be provided to the grievant and the Union.

**Step 4.** If no satisfactory settlement is reached at Step 3, the Union or the Agency, as the case may be, may serve upon the other with within 20 calendar days of receipt of the Step 3 response, a written demand for arbitration and shall simultaneously submit the grievance to arbitration with the American Arbitration Association in accordance with the American Arbitration Association's rules and procedures. Failure to submit the grievance to the American Arbitration Association within the aforesaid period shall constitute a forfeiture of the pending grievance and a forfeiture of the grieving party's right under this Agreement to submit such grievance to arbitration.

The Union and the Agency agree that the submission to the arbitrator shall be based on the original written grievance submitted in the grievance procedure which shall contain the nature of the grievance, the act or acts grieved, the date of occurrence, the identity of the employee or employees who claim to be aggrieved, the provision of this Agreement allegedly violated, and the remedy sought.

The powers of the arbitrator are limited as follows: He/she shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth and issuing an award in accordance therewith; he/she will have no power to add to, or subtract from, or modify any of the terms of this Agreement; he/she shall have no authority to establish or change any wage or rate of pay; his/her award shall be in accordance with the laws of the State of Connecticut, and shall be based solely on the evidence and arguments presented to him by the parties; he/she shall not substitute his/her judgment for that of the Agency in the absence of a clear abuse of discretion; he/she shall not be empowered, and shall have no jurisdiction, to base an award on any alleged practice or oral understanding which is not incorporated in writing in this Agreement; he/she shall have no authority to hear and decide more than one grievance without the mutual consent of the parties; and he/she shall have no jurisdiction to hear any grievance which is not filed or appealed in the manner specified in this Article and within the time limits of this Article.

The costs and expense of this Arbitration, including the compensation of the arbitrator, if any, shall be borne by the parties equally.

**Section 3.** The decision of the Arbitrator shall be final and binding on the parties, provided it is not contrary to law.

**Section 4.** Any grievance not first presented within the time periods set forth above shall be deemed waived and shall not be subject to the grievance procedure as set forth above. A grievance not timely appealed in accordance with the time limits above, shall be deemed resolved according to the last disposition of the matter.

**Section 5.** If the Agency believes that an employee or the Union has violated any provisions of this Agreement, the Agency may present a written grievance to the Union within 5 calendar days of the occurrence, or within 5 calendar days of when the Agency knew or should have known of such occurrence. The parties shall meet within 5 calendar days in an effort to resolve the grievance. If no satisfactory settlement is reached within 5 calendar days of the meeting, the Agency may submit the matter to arbitration pursuant to the procedures in Step 4.

**Section 6.** Unless the parties have agreed in writing to extend this Agreement, the grievance and arbitration provisions provided for herein are limited to grievances based on facts which occurred during the term of this Agreement, and shall not survive the expiration of this Agreement.

**Section 7.** Except in cases where the parties have reached an independent settlement of a grievance, the grievance and arbitration procedure provided for herein shall constitute the sole and exclusive method for adjustments and settlement between the parties of any and all grievances.

**Section 8.** All materials pertinent to grievances shall be kept at the central office in a file separate and apart from the employee's personnel file.

**ARTICLE VIII  
LABOR MANAGEMENT COMMITTEE**

**Section 1** There shall be a joint labor management committee comprised of four representatives from each side. The Committee will meet four times a year and when the parties agree that there are matters of mutual interest that should be discussed. Agenda items should be exchanged prior to the meetings.

**Section 2.** One employee designated by the Union President shall be permitted to attend meetings of the Community Advisory Committee of the Board. The VNA shall provide the Union President with notice of such meeting at the time the meeting is scheduled.

**ARTICLE IX  
DISCIPLINE AND DISCHARGE**

**Section 1.** No nurse shall be disciplined or discharged without just cause. The discipline or discharge of a nurse who is in probationary status shall not constitute a violation of this Agreement and shall not be subject to the grievance and arbitration provisions of this Agreement. The VNA will make every reasonable effort to notify the President of the Union within twenty-four (24) hours after a suspension or discharge, but the failure to do so shall not affect any disciplinary action taken.

**Section 2.** If an employee is required to meet with a supervisor or any other administrator, for the purpose of investigating circumstances which might lead to the employee being disciplined, she/he upon request will be permitted to have a Union representative present at the meeting.

**ARTICLE X  
DEFINITIONS/CLASSIFICATION OF EMPLOYEES**

**Section 1.** Full-time nurses (other than school nurses) normally work 7.5 hours per day and 37.5 hours per week. Full-time nurses are entitled to fringe benefits as set forth in this Agreement.

**Section 2.** Part-time nurses (other than school nurses) are those regularly scheduled to work at least twenty hours per week. Part-time nurses (other than school nurses) regularly scheduled to work twenty or more hours per week are entitled to pro-rated fringe benefits as set forth in this Agreement, with such pro-ration to be based on the number of hours annually worked by a full-time employee as defined in Section 1 above. Any nurse (other than a school nurse) who is not regularly scheduled to work at least twenty hours per week is not entitled to fringe benefits under this Agreement.

**Section 3.** A full-time school nurse is one who is regularly scheduled to work the full school day and the full school week, and a part-time school nurse is one who is regularly scheduled to work less than the full school day or the full school week. School nurses (both full-time and part-time) who are regularly scheduled to work twenty or more hours per week are entitled to pro-rated fringe benefits under this Agreement, with such pro-ration to be based on the number of hours annually worked by a full-time employee as defined in Section 1 above, and with such pro ration taking into account the fact that school nurses (both full-time and part-time) generally do not work during the school vacation periods, including the summer vacation.

**Section 4.** Per diem nurses are those hired and scheduled on an "as needed" and "as available" basis. Per diem nurses who work more than 52 hours in a calendar quarter shall be included in the bargaining unit for the following quarter. Per diem nurses in the bargaining unit are covered by the provisions of this Agreement set forth on Appendix A, and are not entitled to fringe benefits under this Agreement.

## **ARTICLE XI SENIORITY**

**Section 1.** Seniority is defined as an employee's length of continuous service with the VNA as a full-time or as a regular part-time employee. For those nurses who were employed by the VNA as of July 1, 1996, seniority shall also include the length of their prior continuous service with the Shoreline Visiting Nurse Association, Inc., the Waterford Public Health Nursing Service, Inc., the Groton Public Health Nursing Service, Inc., the New London Visiting Nurse Association, or the East Lyme Nursing Association as a full-time or as a regular part-time employee.

**Section 2.** All newly hired nurses shall be subject to a probationary period of ninety calendar (90) days, which may be extended by the VNA in those situations where the VNA determines that it has had insufficient opportunity to evaluate the nurse. Seniority shall not accrue to a probationary employee until the completion of the probationary period, at which time the employee's seniority shall be retroactive to the beginning of the probationary period. The nurse shall be given a limited probationary evaluation in writing upon completion of the probationary period.

**Section 3.** Seniority shall be applicable only as expressly provided in this Agreement.

**Section 4.** An employee's seniority shall be terminated and rights under this Agreement forfeited for the following reasons:

- (a) discharge for cause, quit, retirement, or resignation.
- (b) failure to return to work upon expiration of a leave of absence.
- (c) failure to return to work following a layoff as required by a written notice of recall under Article XIII, Layoff;
- (d) layoff for a period of twelve consecutive months.

**Section 5.** Per diem employees shall earn per-diem seniority separate and distinct from full-time and part-time employees in accordance with the letter of agreement between the parties attached hereto.

**Section 6.** The VNA will post and furnish to the Union a seniority list within sixty (60) days of the signing of this Agreement. A revised seniority list will be furnished to the Union effective the pay period ending closest to December 31 and June 30 of each year. In case of layoff, a current seniority list shall be furnished to the Union within two (2) work days of the date when the VNA notified the Union of potential layoffs.

## **ARTICLE XII VACANCIES**

**Section 1.** Vacancies that the VNA intends to fill on a permanent basis within the bargaining unit shall be posted at each office. The posting will set forth the qualifications, schedules, rates of pay and the procedure for application. Employees in the bargaining unit shall have seven (7) working days from the date of the posting to apply in writing to the Human Resources office for the position. A nurse will be eligible to apply for a posted position provided that she/he meets the qualifications related to the job description.

**Section 2.** In determining who shall be selected from among the qualified applicants, the following criteria shall be applied:

1. Qualifications for the Position
2. Prior Experience
3. Education and certifications
4. Job Performance

Where the criteria contained in this section are relatively equal, seniority shall be the determining factor. Where these criteria are relatively equal between an internal and external candidate, prior experience with the Agency shall be the determining factor.

**Section 3.** All vacancies involving supervisory positions reflecting advancement shall be posted at each office for a period of seven (7) work-days so that all interested employees shall have the opportunity to apply. Filling supervisory positions is solely within the discretion of the VNA.

## **ARTICLE XIII LAYOFF**

**Section 1.** In the event the VNA determines that a layoff should occur, the VNA will provide the Union with 30 days written notice of the layoff. The Union shall, upon request, meet with the VNA within 5 days of the notice for the purpose of finalizing the procedure to be followed in implementing the layoff. In the event the parties are unable to agree on a procedure, the following provisions shall apply.

**Section 2.** Employees whose position has been eliminated and who are designated for layoff may fill an available bargaining unit vacancy in the same job category, in order of seniority, without posting the vacancy as otherwise required under Article XII, entitled "Vacancies."

**Section 3.** An employee whose position has been eliminated and who is designated for layoff will have the option either to be laid off or, if qualified, to bump the least senior employee within any job category. For the purposes of this section, the job categories shall be Care of the Sick, School Nurse, Mental Health, Maternal Child Health, Wellness Nurse, and Liaison Nurse. The bumping employee must (a) be more senior than the employee bumped, (b) must meet basic job qualifications, (c) must have had experience in the category within the last two years, and (d) must work the hours and schedule of the employee bumped.

**Section 4.** Recall from layoff shall be by seniority. Employees on layoff status shall retain their recall rights for the period of one (1) year. A laid-off employee who accepts a per diem assignment shall not forfeit recall rights pursuant to this section. Job postings will be sent to laid-off employees for one (1) year.

#### **ARTICLE XIV HOURS OF WORK**

**Section 1.** The Agency reserves the right in its discretion to establish or change its hours of operation.

**Section 2.** The normal workday for full-time nurses (other than school nurses) shall consist of 7.5 hours of actual work. The normal workweek for full-time nurse (other than school nurses) shall consist of 37.5 hours of work.

**Section 3.** The normal workweek for part-time nurses (other than school nurses) shall generally consist of at least twenty regularly scheduled hours of work.

**Section 4.** A full time school nurse is one who is regularly scheduled to work the full school day and the full school week. A part-time nurse is one who is regularly schedule to work less than the full school day or the full school week.

**Section 5.** A per diem nurse is one who is hired and scheduled on an "as needed" basis and "as available" basis.

**Section 6.** Holiday and weekend assignments for nurses will be posted three (3) months in advance. Weekend and holiday work will be assigned on a rotating basis. The VNA will make reasonable efforts to offer evening work on a voluntary basis; if no volunteers are available the Agency may assign the work on a case-by-case basis. The Agency will first seek volunteers from the same office in which the work is required and in the job classifications for which the work is required on a seniority basis starting with the most senior full and part time nurses and then the most senior per diem nurses. If there are no volunteers, employees in the office and job classifications affected shall be given the weekend holiday assignment on a rotating basis starting with the least senior employed. Provided adequate staffing is available, no employee will work two consecutive holidays or the same holiday in two consecutive years unless she/he volunteers to do so.

**Section 7.** Nurses shall generally be scheduled in such a way as to include a half-hour unpaid lunch break. All break and lunch periods shall be coordinated with staffing needs and work flow. In the event that work demands interfere with the scheduling of the half-hour lunch meals, nurses shall receive two (2) fifteen minute paid breaks.

**Section 8.** Flexible scheduling arrangements which deviate from normal scheduling patterns may be assigned upon the mutual agreement of the employee and management. Once established, the arrangement may be terminated by either party upon 30 days notice.

**Section 9.** Job sharing arrangements may be assigned by mutual consent of the employee involved and management. A job may be split by work-day, week or year in any proportion agreed to by the parties. Once established, the arrangement may be terminated by either party upon 30 days notice. Benefits shall be available to employees sharing a job based on the number of hours worked by each employee. Upon termination of a job sharing arrangement, the job shall be offered first to the nurse who originally held the job (if there was one) and second to the remaining party to the job sharing arrangement.

## **ARTICLE XV OVERTIME**

**Section 1.** Nurses may be required to work overtime consistent with the patient care needs of the Agency. Although it may not be possible in all circumstances, the VNA will make reasonable efforts to notify nurses in advance of overtime work.

**Section 2.** Overtime will be paid at a rate of time and one-half for all hours worked over forty in one week. For purposes of calculating overtime pay, holidays, paid time off and jury duty are not considered time worked.

**Section 3.** All overtime hours must be approved by the nurse's supervisor.

**Section 4.** Nurses will be paid for after hour visits at the applicable per visit rate, or at their overtime rate (for work in excess of forty hours), whichever amount is greater.

**ARTICLE XVI  
HOLIDAYS**

**Section 1.** Full-time and part-time nurses shall receive six (6) holidays per year. The six holidays observed by the VNA are New Year's Day, Memorial Day, Independence Day, Labor day, Thanksgiving and Christmas.

**Section 2.** Unless otherwise agreed by the parties, if a holiday falls on a Sunday it will be observed on the following Monday; if the holiday falls on a Saturday, it will be observed on the preceding Friday.

**Section 3.** In order for a nurse to be eligible for holiday pay, the nurse must work the regularly scheduled workdays immediately preceding and following the holiday. Holiday pay will be granted provided the nurse is:

- (a) granted holiday leave of absence ending the day preceding or starting the day following the holiday;
- (b) absent both days for PTO, military duty, jury duty or funeral leave;
- (c) excused from work for substantial reasons by his/her supervisor on either the day preceding or following the holiday;
- (d) retired by the day preceding the holiday provided the holiday occurs in the same month as the employee's last day of work.

**Section 4.** An employee shall be entitled to exchange the Christmas holiday for another religious holiday.

**ARTICLE XVII  
PAID TIME OFF**

**Section 1.** All full-time nurses will accrue paid time off (PTO) according to the following schedule:

During first year of employment	23 days
Years 2-5	30 days
Years 6-10	35 days
Years 11-20	38 days
Years 21 and over	40 days

**Section 2.** PTO will accrue on a monthly basis.

**Section 3.** Part-time employees regularly scheduled to work between twenty (20) and thirty-seven and a half (37 ½) hours per week will accrue PTO on a pro rata basis. School nurses who work at least four hours per school day will accrue PTO during the school year. Scheduled PTO for school nurses will not routinely be approved during scheduled school hours.

**Section 4.** Employees may accumulate and carry over up to a maximum of one year's PTO.

**Section 5.** Upon termination of employment (for reasons other than just cause), employees will be paid seventy-five percent (75%) of accrued but unused PTO.

**Section 6.** After completion of one year's service, accrued PTO may be redeemed for a cash payout under the following conditions:

- (a) The maximum amount of PTO a nurse may cash out is 50% of the amount she is eligible to accrue in one year
- (b) After the payout, the nurse must retain on the books no less than the total PTO she is eligible to accrue in one year.
- (c) Request forms must be received by the Personnel Department before the 1<sup>st</sup> of the month and will be processed during the month at the convenience of the Payroll Department.
- (d) Cash-outs are subject to approval by the Personnel Manager and another member of senior management.
- (e) At the discretion of the VNA, a nurse may be denied the PTO cash-out based on a history of excessive absences, tardiness or leaves of absence.

**Section 7.** For purposes of PTO accrual only, each eligible school nurse will be credited with 12 hours of in-service training at the beginning of each school year. At the end of the year, if the school nurse has not in fact completed 12 hours of in-service training, the nurse's accrued PTO will be adjusted accordingly to reflect those hours actually completed by the nurse.

## **ARTICLE XVIII TRANSPORTATION**

**Section 1.** All nurses are required to have a personal vehicle available for VNA business. Nurses will be reimbursed at the rate of not less than 40.5 cents per mile for VNA business.

**Section 2.** Nurses are further required to have a current, valid driver's license, and proof of liability insurance conforming to applicable state law. Copies of licenses and proof of liability insurance shall be provided to the VNA.

**Section 3.** Nurses are not permitted to transport patients, school children or school personnel.

**ARTICLE XIX  
LEAVES OF ABSENCE**

**Section 1. Personal Leaves:** Written requests for a leave of absence for personal reasons, stating the beginning and ending dates of the leave, must be submitted to the nurse's immediate supervisor, who will consult with the President and reply in writing. Requests for a leave of absence will be granted in the sole discretion of the VNA. Leaves of absence will be without pay or benefits unless otherwise required by law. Upon return from an approved leave of absence, an employee will be reinstated to his/her former position (along with his/her prior salary and seniority earned prior to the commencement of the leave) or to a comparable position if available in accordance with state and federal law. If a comparable position is not available, the employee will be offered the first available position for which he/she is qualified. If the employee does not return to work at the end of the leave of absence, the employee will be considered to have voluntarily separated from his/her position.

**Section 2. Family and Medical Leaves:**

(a) Employees who have worked for the VNA for at least twelve months and at least 1,000 hours during the previous twelve (12) months, may take up to sixteen (16) weeks of unpaid leave in a two (2) year period or twelve (12) weeks of unpaid leave in a twelve (12) month period, in accordance with the requirements of applicable law, for the following reasons:

- (i) The birth and/or care of the employee's newborn child;
- (ii) Placement with an employee of a child for adoption or foster care;
- (iii) Necessary care for the employee's spouse, child, or parent with a serious health condition; or
- (iv) The serious health condition of the employee that makes the employee unable to perform the functions of the employee's job.

(b) Leave may be taken intermittently or on a reduced leave schedule as provided by law. Upon the birth or placement of a child, intermittent leave, or working a reduced number of hours, is not permitted unless both the employee and the VNA agree. If both spouses are employed by the VNA, the leave period may be combined or limited as provided by law.

(c) In the case of an unpaid leave for a serious health condition, the leave may be taken intermittently or on a reduced-hours basis only if such leave is medically necessary. If intermittent or reduced leave is taken, the employee may be temporarily transferred to another position with equivalent pay and benefits.

(d) During the first twelve (12) weeks of family and medical leaves, the VNA will continue to pay its portion of health insurance premiums applicable to the employee, if any, and the employee must continue to pay his/her share of the premium. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the VNA for payment of health insurance premiums during the family and medical leave as provided by law.

(e) During an unpaid leave, employees shall not accrue any employment benefits. Employment benefits accrued by the employee up to the day on which the family and medical leave begins will not be lost.

(f) Employees are required to use their available paid time off during family and medical leave.

(g) An employee who returns to work from a family and medical leave of absence within or on the business day following the expiration of the twelve weeks (or sixteen weeks, as applicable) is entitled to return to his/her job or an equivalent position.

(h) Applications for family and medical leaves of absence should be submitted in writing. Applications should be submitted at least thirty (30) days' before the leave is to commence, or as soon as possible if thirty (30) days' notice is not possible, or within such other time as may be permissible by Law. Employees who fail to give appropriate notice may be denied leave. Appropriate forms, including medical certification for a medical leave, must be submitted to the employee's supervisor.

(i) The parties intend that the foregoing be applied and interpreted consistent with the provisions of applicable state and federal law.

**Section 3. Military Leave:** Military leave, without pay and without loss of accrued benefits, will be granted in accordance with state and federal law.

**Section 4. Bereavement Leave:** Leave of absence up to and including four (4) days with pay will be granted for death in an employee's immediate family or for the death of someone domiciled in the employee's home. "Immediate family" includes the employee's spouse, the employee's own parents and those of a spouse, children, siblings, grandparents, grandchildren, step parents, and step children. Two days with pay will be granted at the discretion of the President in the event of a death of a close friend for whom the nurse provided care.

**Section 5: Jury Duty:** Full-time and regular part-time nurses who are called for jury duty will be given time off with full pay less the amount received as the jurors fee. Such employee shall be required to produce documentation evidencing his/her jury attendance.

**Section 6: Witness Leave:** An employee will be granted time off with pay when called as a witness on behalf of the Agency, or as a witness in a patient-related judicial or administrative hearing, trial, or proceeding.

**Section 7: Maximum Period of Absence:** An employee who has not worked for the Agency for a period of one year in his/her regular position will be considered terminated; provided however, that an employee who notifies the Agency of his/her ability and willingness to return to work at the end of an approved one-year leave of absence shall be offered the first available vacancy, for which he/she is qualified, that occurs during the three-month period following the expiration of the approved leave.

## **ARTICLE XX BENEFITS**

**Section 1. Health Insurance:** Beginning on the first day of the calendar month following the commencement of employment, the VNA shall make available to full-time nurses, to part-time nurses who are regularly scheduled to work 20 or more hours per week, and to school nurses (both full-time and part-time) who are regularly scheduled to work 20 or more hours per week, group health insurance coverage as outlined below.

Such coverage shall be made available in accordance with the terms of the VNA's Flexible Benefits Plan referenced in Section 8 below, pursuant to which the VNA shall pay the following amounts for full-time nurses:

For the period July 1, 2005 to June 30, 2006, the VNA shall contribute 80 percent of the premium for single and dependent coverage elected by full-time nurses, which shall be expressed in terms of a flat dollar amount.

For the period July 1, 2006 to June 30, 2007, the amount of the VNA's contribution shall be increased by a percentage equal to the percentage increase, if any, in the cost of the health plans offered by the VNA, provided that in no case shall the amount of the VNA's contribution be increased by more than 12 percent.

For the period July, 1, 2007 to June 30, 2008, the amount of the VNA's contribution shall be the subject of the reopener negotiations referenced in Article XXVIII.

Full-time nurses electing coverage shall pay the remaining cost of the plan elected by the nurse. The VNA's contribution for part-time nurses who are regularly scheduled to work 20 or more hours per week, and for school nurses (both full-time and part-time) who are regularly scheduled to work 20 or more hours per week, shall be pro-rated and the balance shall be paid by the nurse. Per diem nurses who regularly work 25 hours per week may procure coverage at their own expense.

The VNA reserves the right to change the foregoing plans and substitute plans with substantially comparable benefits, provided such changes are Agency-wide and provided that the Union is notified in advance and given an opportunity to meet with the Agency for the purpose of discussing the impact of such change on the bargaining unit.

**Section 2.** Dental Insurance: Nurses who are eligible for and who enroll in any of the above health insurance plans shall have the option of procuring coverage under a basic dental insurance plan offered by Aetna. The VNA shall pay an amount for such coverage equal to 90 percent of the cost of single coverage for full-time nurses, and any full-time nurse electing coverage shall pay the remaining cost of the plan elected by the nurse. The VNA's contribution for part-time nurses who are regularly scheduled to work 20 or more hours per week, and for school nurses (both full-time and part-time) who are regularly scheduled to work 20 or more hours per week, shall be pro-rated and the balance shall be paid by the nurse. The cost of dependent coverage shall be paid for by the nurse.

**Section 3.** Life Insurance: Beginning on the first day of the calendar month following the commencement of employment, the VNA shall provide full-time nurses, part-time nurses who are regularly scheduled to work more than 20 hours per week, and school nurses (both full-time and part-time) who are regularly scheduled to work more than 20 hours per week, with group term life insurance coverage in an amount equal to the eligible nurse's annual pay up to a maximum of \$50,000. Such nurses may purchase at their own expense supplemental insurance for themselves, their spouse, and their dependents subject to such terms and requirements as may be imposed by the insurer.

**Section 4.** Disability Insurance: The VNA shall maintain short term and long term disability insurance coverage for full-time nurses, part-time nurses who are regularly scheduled to work more than 20 hours per week, and school nurses (both full-time and part-time) who are regularly scheduled to work more than 20 hours per week, in amounts equal to those in effect as of the execution of this Agreement. Such coverage shall be effective on the first day of the calendar month following the commencement of employment.

**Section 5.** Retirement Plan: Eligible bargaining unit nurses shall participate in the Defined Contribution Pension Plan for Employees of the Visiting Nurse Association of Southeastern Connecticut, Inc. (the "Pension Plan") on the same terms and conditions that apply to all non-bargaining unit participants in the Pension Plan; provided that nurses shall fully vest under the Pension Plan upon completion of three years of vesting service.

**Section 6.** Tax Deferred Annuity: Bargaining unit nurses shall be eligible to participate at their own expense in the current tax deferred annuity plan with Mutual of America on the same terms and conditions that apply to all non-bargaining unit participants in the tax deferred annuity plan.

**Section 7.** Eligibility: Participation in any of the plans set forth in Sections 1 through 6 above by a nurse (or her dependents, if applicable) shall be subject to such eligibility criteria, waiting periods, and other terms and conditions as may be contained in the plans or imposed by the insurer.

**Section 8.** Flexible Benefits Plan: The VNA's Flexible Benefits Plan, as amended from time to time, shall continue to apply to bargaining unit nurses, including the provision of Section 3.02 concerning waiver of health insurance benefits and the payment of an annual cash supplement; provided however that effective July 1, 2002 the aforesaid annual cash supplement shall be in the amount of \$2000 per year and the dependent day care allowance provided in the plan shall be in the amount of \$400 per month. As soon as practical, but no later than September 30, 2005, the VNA will amend its Section 125 plan to provide for pre-tax treatment of unreimbursed medical expenses (\$2,000 limit) and dependent care expenses (\$5,000 limit), subject to any applicable federal and state laws and regulations. The VNA reserves the right to use a third party to administer the Section 125 plan.

**Section 9.** Professional Liability Insurance: Each nurse who procures a professional liability insurance policy on her own behalf shall, upon proof of payment, be reimbursed by the VNA for the cost of such policy in an amount not to exceed \$90 annually.

**ARTICLE XXI  
WAGES**

**Section 1.** Effective July 1, 2005, the wage range for nurses shall be as follows:

RN: \$22.24 to \$31.55 per hour  
BSN: \$23.24 to \$32.55 per hour

**Section 2.** Effective July 1, 2005, nurses who have completed at least one year of service with the VNA shall receive a 3.5 percent increase in the hourly wage rate applicable to the nurse as of June 30, 2005 (not to exceed the maximum rate set forth in Section 1 above), or shall be paid at the hourly wage rate applicable to the nurse on the scale attached as Appendix B, whichever is greater. For nurses whose hourly rate would otherwise exceed the maximum of the range as a result of the increase specified herein, the difference shall be paid to the nurse in a two lump sum bonuses (on July 1 and January 1 respectively) based on the total number of hours worked by the nurse during the fiscal year ending June 30, 2005.

**Section 3.** The following per visit rates shall apply effective July 1, 2005:

Admissions	Weekend/Holiday	\$65
	Weekday	\$40
	Night (4 pm to 8 am)	\$50
	IV (visits by IV Team only)	\$80
Visit	Weekend	\$40
	Holiday	\$50
	Weekday	\$35
	Night (4 pm to 8 am)	\$40
	IV weekends/evenings (visits by IV Team only)	\$75

**Section 4.** The beeper rate shall be \$40 per weekend day.

**Section 5.** Effective July 1, 2006, the wage range for nurses shall be as follows:  
RN: \$22.91 to \$32.50 per hour  
BSN: \$23.91 to \$33.50 per hour

**Section 6.** Effective July 1, 2006, nurses who have completed at least one year of service with the VNA shall receive a 3 percent increase in the hourly wage rate applicable to the nurse as of June 30, 2005 (not to exceed the maximum rate set forth in Section 5 above), or shall be paid at the hourly wage rate applicable to the nurse on the scale attached as Appendix C, whichever is greater. For nurses whose hourly rate would otherwise exceed the maximum of the range as a result of the increase specified herein, the difference shall be paid to the nurse in a two lump sum bonuses (on July I and January I respectively) based on the total number of hours worked by the nurse during the fiscal year ending June 30, 2006.

**Section 7.** Upon the written request of either party, this Article shall be reopened and shall be subject to renegotiation effective July 1, 2007. All other provisions of this Agreement shall remain in full force and effect through the term of this Agreement, notwithstanding any renegotiation of this Article.

**Section 8.** In recognition of the prevailing shortage of Registered Nurses in the State of Connecticut, and in an effort to enhance the VNA's recruitment and retention efforts, the parties acknowledge that the VNA shall have the right, after prior notice to the Union, to implement temporary wage and benefit-related enhancements. Such temporary arrangements may be cancelled by the VNA upon prior notice to the Union.

## **ARTICLE XXII ROLE OF THE NURSE**

**Section 1. Nursing Care.** The parties recognize the importance of providing patients with adequate and safe nursing care. In order to ensure the patient's safety, the VNA agrees that a registered nurse will be responsible or taking all hospital and/or physician referrals so as to ensure that all pertinent information regarding the patient is obtained.

**Section 2. Consultation.** A clinical nursing supervisor, or a nurse who meets supervisory qualifications as required by state regulations, shall be available for consultation regarding nursing care issues at all times that employees are on duty.

**Section 3. Office Time.** Problems regarding completion of paperwork should be brought by the nurse to the attention of the supervisor. The two will review the caseload and explore options to improve the situation.

**Section 4. Supplies.** The VNA shall be responsible for providing each employee with a nursing bag and appropriate supplies, and shall also pay the full cost of repairing and/or replacing the bag and the supplies, if lost, stolen or destroyed.

**Section 5. Reimbursement.** With appropriate documentation, an employee will receive reimbursement for work-related telephone calls which are made on the employee's personal cellular telephone in emergency circumstances or where patient needs warrant and no other telephone is readily available to be used.

**Section 6. Policies.** The VNA's nursing procedure manual shall be available to employees at each VNA office. Issues relating to policies within the manual may be addressed by the Labor Management Committee.

## **ARTICLE XXIII PROFESSIONAL DEVELOPMENT**

**Section 1. Posting.** The VNA shall post notices, that have been received by the Agency, of conferences, workshops, seminars, and courses related to nursing, public health, behavioral sciences, or in-service provided by the VNA in a timely manner.

**Section 2. Professional Meetings.** The VNA will allow nurses to attend professional meetings and workshops if its staffing needs permit. If attendance at professional meetings and workshops is at VNA request, the nurse will be paid for the time spent attending the seminar as well as for travel time. In addition, the VNA will pay any pre approved expenses associated with attending the meeting or workshop. If attendance at professional meetings and workshops is at the nurse's request, and the VNA can accommodate the request given its staffing needs, the VNA at its discretion will pay the registration fee.

**Section 3. In-Service.** The VNA shall provide a program for in-service education for all employees. A minimum of twelve (12) hours of in-service education and professional development on paid time (including travel time which is part of the normal work days) shall be provided by the VNA each year. Employees may request specific in-service programs and may offer feedback regarding programs through the Joint Labor Management Committee.

**Section 4. Tuition Reimbursement.** To be eligible for tuition reimbursement, forgiveness a nurse must be a full time nurse, a part-time nurse regularly scheduled to work twenty (20) or more hours a week, or a full time school nurse, with one (1) or more complete years of service with the VNA as of the date course(s) commence. Nurses are eligible for reimbursement of up to \$2,500 of tuition costs per year, in subject areas that benefit both the nurse and the VNA. Courses must related to the nurse's job or to a reasonable foreseeable future opportunity at the VNA. All courses must be approved in advance of enrollment by the President.

Nurses receiving assistance from other sources, (such as the G.I. Bill, scholarships or grants), may receive a tuition reimbursement grant only to the extent that their tuition costs exceed the assistance from these other sources.

**Section 5. Tuition Reimbursement Procedure.** Upon application, tuition reimbursement shall be paid upon proof of the successful completion of the course. The employee must earn the equivalent of a C or better in a graded course or a pass in a pass/fail course to qualify for reimbursement.

**Section 6. Research.** The VNA shall provide access to a medical library, professional journals, and the internet to provide employees with the ability to research work-related issues and enhance professional growth.

**Section 7.** Employees may elect to have their highest achieved level of education, including certifications, listed on their employee badge. This provision shall apply to replacement badges issued after July 1, 2002.

## **ARTICLE XXIV HEALTH AND SAFETY**

**Section 1. Work Conditions.** To the extent within the Agency's control, the Agency agrees to provide its employees with a safe and healthful work environment. Equipment and supplies needed to perform the job safely will be provided to employees by the employer.

**Section 2. Dangerous Situations.** It shall be the responsibility of the employee to exercise professional judgment in determining situations potentially dangerous to that employee's health and well-being or the patient's health and well-being. When an employee determines that a potentially dangerous situation exists, the employee may elect to withdraw temporarily from the situation and inform her/his supervisor to determine appropriate action to be taken.

**Section 3. Security.** Upon approval of an employee's supervisor, which shall not be unreasonably denied, a security escort will be provided for an employee in situations in which there is a need for a security escort. In such circumstances, if a security escort is not available, the employee will not be required to make the patient visit(s) in question.

**Section 4. Check-In.** Employees shall notify the office if they do not intend to return to the office by the end of his/her shift or last scheduled visit. If any employee has not called in or arrived in the office as scheduled at the end of his/her shift or last scheduled visit, the Employer shall contact patient homes in an effort to locate said employee to ensure said employee's safety.

**ARTICLE XXV  
MISCELLANEOUS CONDITIONS OF EMPLOYMENT**

**Section 1.** Except where inconsistent with the terms of this Agreement, the VNA's Employee Handbook, as it may change from time to time, shall continue to apply to the nursing staff.

**Section 2.** Employees will generally be assigned a home office which is the office to which they will be regularly scheduled to report. The VNA reserves the right to require employees to regularly split their time between more than one office. The VNA further reserves the right to transfer employees from one location to another on either a permanent or temporary basis, and employees may be assigned on a daily basis to cover for another employee in another location when necessary. Permanent transfers will be processed in accordance with the procedures in Article XII, Vacancies. Per diem employees covered by this Agreement will be assigned visits as needed, without regard to location.

**Section 3.** All new employees shall receive a copy of their job description and a written statement of her/his salary.

**Section 4. Orientation.** All newly appointed employees shall be provided an orientation in accordance with the requirements of JCAHO and applicable state and federal law.

**Section 5. Training.** All permanent employees shall be trained to carry out procedures which are called for in any position to which they are assigned.

**Section 6. Evaluation.** Each employee shall be evaluated annually. The employee will meet with the evaluating supervisor to discuss her/his performance. The employee will be given a copy of the official evaluation document. Employees are required to sign their evaluation form. An employee's signature indicates that the employee has read the evaluation, but not necessarily that the employee agrees with it. An employee who disagrees with the contents of the official evaluation document may submit a written statement which will be filed with the official evaluation document. The categories evaluated will reflect the duties and responsibilities included in the employee's job description.

**Section 7. Personnel Files.** The Employer will maintain one (1) official personnel file for each employee at the central office. An employee, and her/his Union representative if the employee so consents in writing, will be given reasonable access to her/his personnel file. An employee will be given a copy of any document added to her/his personnel file which is critical of the employee's conduct or performance. The employee will be required to initial a copy of any such document. Such initialing of the document shall signify that the employee is aware of the document but shall not signify agreement with its contents.

**ARTICLE XXVI  
SAVINGS CLAUSE**

**Section 1.** If any provision of the Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

**Section 2.** In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXVII  
WAIVER**

This Agreement constitutes the entire contract between the VNASC and the Union and settles all demands and issues with respect to all matter subject to collective bargaining. Therefore, the VNASC and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which is subject to collective bargaining, whether or not such subject or matter is specifically referred to herein. Changes or amendments to the terms of this Agreement may be made if mutually agreed to by the VNASC and the Union, reduced to writing, and executed in the same manner as this Agreement. This Agreement supersedes all prior agreements and understandings, oral or written, express or implied, between the parties.

**ARTICLE XXVIII  
DURATION**

This Agreement shall be effective July 1, 2005 and shall terminate on June 30, 2008; provided however that upon the written request of either party, Article XVIII, Section I, Article XX and Article XXI shall be reopened and shall be subject to renegotiation effective July 1, 2007. All other provisions of this Agreement shall remain in full force and effect through the term of this Agreement, notwithstanding any renegotiation of Article XVIII, Section 1 and Articles XX and XXI.

**In Witness Whereof**, the parties have executed this Agreement on the dates set forth below.

For the Visiting Nurse Association of Southeastern Connecticut, Inc.

\_\_\_\_\_  
Date:

For the Federation of Registered Nurses, Local 5119, AFT-CT American Federation of Teachers  
AFL-CIO CLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date:

## APPENDIX A

Per diem nurses who are in the bargaining unit are covered by the following provisions of this Agreement:

Article II	Recognition
Article III	Management Rights
Article IV	Union Rights
Article V	Non-discrimination
Article VI	No Strike/No Lockout
Article VII	Grievance and Arbitration
Article VIII	Labor Management Committee
Article IX	Discipline and Discharge
Article XI	Seniority (except Sections 1 and 2)
Article XII	Vacancies
Article XV	Overtime
Article XVIII	Transportation
Article XXI	Wages
Article XXII	Role of the Nurse
Article XXIV	Health and Safety
Article XV	Miscellaneous
Article XVI	Savings Clause
Article XVII	Waiver
Article XXVIII	Duration

## APPENDIX B

### 2005-2006

Effective July 1, 2005, employees shall not be paid less than the following rates based on their years of service with the VNA and their years of prior experience as a nurse in positions comparable to their position with the VNA, as described more fully below:

<u>Step</u>	<u>Years of Experience</u>	<u>RN</u>	<u>BSN*</u>
1	Less than 3 years	\$22.24	\$23.24
2	3 years	\$24.36	\$25.36
3	5 years	\$25.36	\$26.36
4	7 years	\$26.91	\$27.91
5	10 years	\$28.46	\$29.46
6	13 years	\$30.02	\$31.02
7	15 years	\$31.57	\$32.57

For purposes of placing nurses on the above scale as of July I, 2005, nurses shall be credited with 50% of their years of comparable nursing experience prior to employment with the VNA, as determined by the VNA. Disputes regarding the VNA's determination of a nurse's prior nursing experience shall be subject to the grievance and arbitration provisions of this Agreement if not otherwise resolved to the satisfaction of the parties.

\* A nurse who has attained a four-year degree in the specialty in which the nurse is then working shall be paid at the BSN rate.

## APPENDIX C

### 2006-2007

Effective July 1, 2006, employees shall not be paid less than the following rates based on their years of service with the VNA and their years of prior experience as a nurse in position~ comparable to their position with the VNA:

<u>Step</u>	<u>Years of Experience</u>	<u>RN</u>	<u>BSN*</u>
1	Less than 3 years	\$22.91	\$23.91
2	3 years	\$25.09	\$26.09
3	5 years	\$26.12	\$27.12
4	7 years	\$27.72	\$28.72
5	10 years	\$29.31	\$30.31
6	13 years	\$30.92	\$31.92
7	15 years	\$32.52	\$33.52

For purposes of placing nurses on the above scale as of July 1, 2006, the aforesaid scale shall be increased by 3 percent and nurses shall be credited with the remaining 50% of their years of comparable nursing experience prior to employment with the VNA, as determined by the VNA. Disputes regarding the VNA's determination of a nurse's prior nursing experience shall be subject to the grievance and arbitration provisions of this Agreement if not otherwise resolved to the satisfaction of the parties.

\*A nurse who has attained a four-year degree in the specialty in which the nurse is then working shall be paid at the BSN rate.

### 2007-2008

#### Reopener

**Section 1.** Nurses who by virtue of their experience who are not eligible for a wage increase shall receive a bonus equal to the general wage increase or portion thereof.

**Section 2** Placement regarding experience in year one and two was determined by the VNA disputes regarding experience can be disputed and if the dispute is not resolved to the satisfaction of the parties involved disputes shall be subject to the grievance and arbitration provisions of this agreement.

\* A nurse who has attained a four-year degree in the specialty in which the nurse is then working shall be paid at the BSN rate.

## Side Letter

Ms. Patricia Walters  
Connecticut Federation of Professional  
and Educational Employees  
35 Marshall Road  
Rocky Hill, CT 06067

Dear Ms. Walters:

In connection with our negotiations for an initial collective bargaining agreement, this will confirm our agreement on February 3, 1999, pursuant to Article XI, Section 5, concerning per diem seniority, as follows:

(1) Seniority shall apply to per diem employees only in connection with such employees' applications for a posted vacancy under Article XII.

(2) Per diem seniority shall be the employee's length of continuous service as a per diem employee.

(3) For purposes of Article XII, four years of per diem service shall equate to one year of seniority as a full time or regular part-time employee.

(4) The VNA shall prepare a separate seniority list for per diem employees which ranks the employees by years of service and months of service as a per diem employee. This list shall be separate and distinct from the seniority list for full-time and regular part-time employees under Article XI, Section 6. The list shall be updated every six months. For employees who experienced a break in service, the employee's last date of hire shall control. Any ties on the per diem seniority list shall be resolved by alphabetical order in even-numbered years, and by reverse alphabetical order in odd-numbered years.

(5) The initial seniority list for per diem employees shall be prepared by the VNA based on a survey of existing employees and based on a review of the VNA's records. For purposes of preparing the initial list, seniority shall be rounded to the nearest year of per diem service. Employees who do not respond to the survey within the time period required by the VNA shall have their seniority computed based on their years of service with the VNA only.

Very truly yours,

Mary Lenzini

## Side Letter

Ms. Patricia Walters  
Connecticut Federation of Professional  
and Educational Employees  
35 Marshall Road  
Rocky Hill, CT 06067

Dear Ms. Walters:

School nurses are paid for hours worked in accordance with the calendar for the school to which they are assigned. School nurses shall have the option of electing to be paid a fixed amount per week for each week during the established school calendar, which would include school vacation periods, regardless of the actual number of hours worked by the school nurse each week. The fixed weekly pay shall be calculated by (1) multiplying the nurse's hourly rate by the number of scheduled hours during the school year, and (2) then dividing that product by the number of school weeks in the established school calendar, including any days or weeks at the end of the year which are designated as make-up days. For weekly payroll purposes, this fixed amount shall constitute "all moneys due" weekly under Section 31-71b(a) of the Connecticut General Statutes.

School nurses who elect to be paid on this basis shall use PTO days if available for any absences during a school week. In addition, nurses paid on this basis may utilize available PTO during school vacation weeks to augment their fixed weekly pay. At the end of the school year, the nurse's final pay shall be adjusted to reflect the actual hours worked by the nurse during the school year. Likewise, nurses who leave employment during the school year shall have their final pay adjusted to reflect their actual hours worked between the beginning of the school year and their date of termination.

As an alternative, school nurses may elect to be paid a fixed amount per week over a 52-week period (commencing with the beginning of a school year) under the above system.

School nurses choosing to be paid in accordance with this side letter shall elect to do so in writing prior to the commencement of the school year.

It is the intent of the parties that this system shall be implemented in such a way that a nurse's total pay for a school year under this system shall equal the total pay for the year if the nurse had been compensated each week based on actual hours worked each week.

Very truly yours,

Mary Lenzini

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**Side letter**

VNA Proposal  
June 27,2005

Dear Mr. Kotecki:

This will confirm our agreement concerning night visits between the hours of 4 p.m. and 8:00 a.m.

The VNA in its discretion shall determine the rate of pay, and other terms and conditions of employment, applicable to night visits, provided that nights visits by bargaining unit nurses shall be on a voluntary basis.

As we further discussed, the VNA will explore the possibility of hiring for and filling night positions on a permanent basis.

Very truly yours,

Mary Lenzini

**Side Letter**

June 28, 2005

Dear Mr. Kotecki:

This will confirm our agreement concerning night visits between the hours of 4 p.m. and 8:00 a.m.

The VNA in its discretion shall determine the rate of pay, and other terms and conditions of employment, applicable to night visits, provided that night visits by bargaining unit nurses shall be on a voluntary basis.

As we further discussed, the VNA will explore the possibility of hiring for and filling night positions on a permanent basis.

Very truly yours,

Mary Lenzini

## Side Letter

Dear Mr. Kotecki:

This will confirm our agreement concerning the integration of school nurses from the City of New London into the bargaining unit. Our agreement is as follows:

(1) Qualified school nurses from the City of New London who apply for New London school positions shall be placed in those positions.

(2) Existing bargaining unit employees who bid for any New London school vacancies not filled by nurses from the City of New London shall have priority with respect to those vacancies over external applicants, provided such employees are qualified for the school nurse positions.

Very truly yours,

Mary Lenzini