

Health Professionals and Allied Employees AFT/AFL-CIO



**Initial Contract Proposals Presented to
Visiting Nurses Association of Englewood
VNA Health Group of NJ, LLC**

September 21, 2017

The Union reserves the right to modify, add to, delete, or otherwise revise its proposals during the course of these negotiations.

Proposal #1

Joint Proposal

Modify 6.1:

6.1 An employee shall be classified as a) full-time, b) part-time, ~~or~~ c) per diem, **or per visit**.

- a. A full-time employee is an employee who is employed on a regular basis to work 37.5 hours per week through scheduled work shifts of 7.5 hours or more per day.
- b. A part-time employee is an employee who is employed on a regular basis to work 22.5 or more hours per week but less than 37.5 hours per week, through scheduled work shifts of 7.5 hours or more per day per day. Unless otherwise specified in this Agreement, eligible part-time employees shall be entitled to receive pro-rata benefits in regard to sick leave, vacation, personal and holidays. Part-time employees hired to work 30 hours or more shall receive full health benefits, all other part-time employees are ineligible for such benefits.
- c. A per diem employee is an employee who works on a day-to-day, as needed, basis and does not fall under the classification of a full- or part-time employee. Per diems receive an hourly rate of pay or per visit rate, but no other benefits except for pension as per Article 29.
- d. A per visit employee will be defined as an employee **who is paid on a per visit basis based on the rates set forth in 31.4c. A per visit employee may have with a regular case load and set schedule of hours, either part-time or full-time, or be scheduled on a per diem basis**. ~~They are able to request time off in accordance with Article 24.1 (a), but are not eligible for any paid time off. Per visit employees shall be paid at the rates set forth in 28.1 B of this agreement, but will not be entitled to any other benefits except for pension as per Article 29.~~

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Proposal #2

Joint Proposal

Modify sections 10.1a, 10.1b, and 10.1c:

Proposal forthcoming

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Proposal #3

Joint Proposal

Modify section 10.1d:

- d) Case managing staff is expected to maintain a productivity of 30 visits **points** per week weighted as follows:

Start of Care (SOC), **Resumption of Care (ROC)** = 2

Recertification = 1.5

Discharges and Revisits (includes all other in-home visits) = 1

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

High acuity **Cases**:

Proposal forthcoming

Proposal #4

Joint Proposal

Modify section 10.2:

10.2 LPNs are expected to complete 35 32 visits points per week (**7 on Monday, 6 on Tuesday, Wednesday, and Thursday, 7 on Friday**) and shall be paired with case managing staff to assist in providing routine visits. **The Employer will make every reasonable effort to assign LPNs to visit patients in a clustered location to improve the efficiency of the Employer's operations and to enable employees to complete assigned visits.**

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Proposal #5

Joint Proposal

Modify and add to Section 10.3:

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

The Employer will make every reasonable effort to assign employees to visit patients in a clustered location to improve the efficiency of the Employer's operations and to enable employees to complete assigned visits.

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 if she/he has met the productivity points for the day or after 2:00 pm for an OASIS visit and 2:30 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 the scheduled work day.

Each Including travel time to the office, any time up to an hour spent in a staff meeting or in-service program shall count as a visit one (1) point and each additional fifteen (15) minutes spent in such meetings or programs will count as .25 points.

Proposal #6

Joint Proposal

Add a new Section 12.1f:

If an employee volunteers to work on a weekend day, she/he may request a particular type of assignment and/or geographical area. The Employer shall grant such a request if it is consistent with the Employer's operational needs.

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Proposal #7

Joint Proposal

Add a new section 12.1g:

In the event that a per diem employee who is paid on a per visit basis is required to work a weekend day for the whole shift and has no patients to visit with four (4) or more hours left in the work day, such employee shall receive the appropriate hourly wage rate set forth in the contract for the remainder of the work day.

Such employee will not be required to accept patients to visit after 2 pm.

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Proposal #8

Joint Proposal

Modify section 12.2b (Holiday Rotation)

Proposal forthcoming

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Proposal #9

Joint Proposal

Modify Section 15.5 Section 2 (d)

(d) Tuition and Fee Provisions (Reimbursable): For participation in such programs, employees may be approved for reimbursement of tuition fees up to a maximum of Three Thousand Dollars (\$3,000.00) per semester with a maximum of four semesters per calendar year. Reimbursement is broken down into two parts.

Part One: Employees eligible for tuition reimbursement will receive one half of fees eligible for reimbursement at the time that the employee registers for approved course(s), shows evidence of registration and payment of same, together with completing the Employer's required Tuition Reimbursement Approval Form and Instruction Checklist Form. **If the employee is paying for the tuition in increments, then the Employer will provide reimbursement of one half of the tuition costs for the semester upon proof of the first payment. The Employer will provide such reimbursement within two (2) weeks of the submission of the appropriate information and completed forms.**

Part Two: Once the course(s) is completed and the employee receives a final grade of "C" or better, the employee is required to submit their final grade report to Human Resources within thirty (30) days of completing said course. Once Human Resources receives the grade report-reflecting grade "C" or better, the employee is eligible to receive the remaining half of eligible fees for reimbursement. Said tuition reimbursement, per semester, is not to exceed \$3,000.00. **The Employer will provide such remaining reimbursement within two (2) weeks of the employee's submission of the grade report reflecting grade "C" or better.** The maximum reimbursement for all courses of study, including certification, career development and job-related graduate study combined, will not exceed \$3,000 per semester.

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Proposal #10

Joint Proposal

Modify section 15.6:

15.6 General staff and/or team meetings will be held on a regular basis to discuss policies, procedures, clinical practice issues, and employee concerns. At least fifteen (15) minutes will be allotted at ~~the end of all~~ such meetings for employees to ~~raise issues of concern that arise in the course of their duties to discuss these topics with an HPAE Staff Representative and/or a Union Rep without other non-bargaining unit employees or supervisors present.~~

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Proposal #11

Joint Proposal

Modify Article 28 (Health Insurance)

Proposal forthcoming

Proposal #12

Joint Proposal

Modify Article 29 (Retirement Benefits)

Proposal forthcoming

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Proposal #13

Joint Proposal

Modify Sections 31.1 through 31.4 (Wages)

Effective November 1, 2017, all full-time and part-time employees will receive 5% across the board increase.

Effective November 1, 2018, all full-time and part-time employees will receive 5% across the board increase.

Effective November 1, 2017, the per visit rates will increase by 5%.

Effective November 1, 2018, the per visit rates will increase by 5%.

Wage Scales – Proposal forthcoming from each bargaining unit

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Proposal #14

Joint Proposal

Modify Section 31.5d (Preceptor Pay)

Proposal forthcoming

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Proposal #15

Joint Proposal

Modify Section 31.6

31.6 Education

- (a) An additional hourly recognition pay of ~~\$0.50~~ **\$1.00 per hour** 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 ~~in total of fifty cents (\$0.50)~~ **\$2.00 per hour** 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.

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Proposal #16

Joint Proposal

Modify Section 31.7 (Certification)

31.7 Certification

Proposal forthcoming

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Proposal #17

Joint Proposal

Modify section 31.8b of the VNA Englewood contract and 31.8c of the VNA Health Group of NJ, LLC contract:

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 a broadcast voicemail and e-mail to 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. Any nurse who performs a patient visit(s) under this provision ~~outside of his/her regular work hours~~ shall be paid the following amounts in addition to all other wages and applicable differentials:

Revisit:	\$25.00
Recertification:	\$30.00
Resumption of care:	\$75.00
Admission:	\$75.00

Proposal forthcoming on these amounts.

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.

Proposal #18

Joint Proposal

Modify section 31.8g:

(g) Productivity Incentive Plan

Effective November 1, 2013 ~~2017~~ the following Productivity Incentive Plan shall be in place for the term of this agreement for hourly employees:

Employees completing visits in excess of 32 in a week shall receive an additional \$25 for each visit above 32. Employees RNs completing visits in excess of 33 in a week shall receive an additional \$25 per visit for each visit above 33.