



AGREEMENT

- BETWEEN -

ARBOR GLEN CARE & REHABILITATION CENTER

AND

JNESO - DISTRICT COUNCIL 1, IUOE

MARCH 1, 2016 THROUGH FEBRUARY 28, 2019

ARTICLE	DESCRIPTION	PAGE
	PREAMBLE	1
1	RECOGNITION	1
2	DEDUCTION OF UNION DUES	2
3	UNION SECURITY	4
4	UNION REPRESENTATION	5
5	PROBATIONARY PERIOD	7
6	MANAGEMENT RIGHTS	7
7	STRIKES AND LOCKOUTS	8
8	PAST PRACTICE CLAUSE	9
9	GRIEVANCE PROCEDURE	10
10	TERMINATION AND RESIGNATION	14
11	EMPLOYEE STATUS	15
12	SENIORITY	17
13	PAID LEAVE	21
14	VACATIONS	24
15	HOLIDAYS	26
16	SICK TIME	30
17	HEALTH & SAFETY	32
18	INSURANCE	32
19	UNPAID BENEFITS	33
20	HOURS OF WORK, OVERTIME AND SHIFT ASSIGNMENT	36
21	POSTING OF TIME SCHEDULES	39
22	WORKING OUT OF TITLE	40
23	MANAGEMENT WORK	40
24	MISCELLANEOUS	41
25	STAFF DEVELOPMENT PROGRAM	41

ARTICLE	DESCRIPTION	PAGE
26	TUTION REIMBURSEMENT	42
27	CONTINUING EDUCATION	43
28	JOB POSTINGS, POSTING OF PROMOTIONAL OPPORTUNITIES	44
29	JOB DESCRIPTIONS	46
30	ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS	46
31	NON-DISCRIMINATION	47
32	SEPARABILITY	48
33	UNIFORM ALLOWANCE	48
34	SALARY	49
35	PER DIEM PAY	51
36	RETIREMENT PLAN	51
37	TWENTY-YEAR CLUB	52
38	SUCCESSORS AND ASSIGNS CLAUSE	52
39	ADVISORY COUNCIL OF NURSING PRACTITIONERS	53
40	DURATION	55
ADDENDUM A	HEALTH, DENTAL, VISION, AND PRESCRIPTION INSURANCES	56
ADDENDUM B	TWENTY-YEAR CLUB	58
ADDENDUM C	SIDE BAR AGREEMENTS	60

PREAMBLE

This Agreement is made and entered into by and between 25 East Lindsley Road Operations LLC, doing business as Arbor Glen Care and Rehabilitation Center (hereinafter referred to as the “Employer”) for its place of business at East Lindsley Road and Pompton Avenue, Cedar Grove, New Jersey, and JNESO - District Council 1, IUOE/AFL-CIO (hereinafter referred to as the “Union”) located at 1225 Livingston Avenue, New Brunswick, New Jersey 08902.

The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to salaries, hours of work and conditions of employment with the objectives of the promotion of equitable employment standards.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for all full-time, part-time, per-diem and probationary registered nurses, charge nurses, head nurses, relief shift coordinators, resident care coordinators, and all full-time, part-time, per-diem, and probationary licensed practical nurses employed by the Employer known as 25 East Lindsley Road Operations, L.L.C. doing business as Arbor Glen, place of business at East Lindsley Road and Pompton Avenue, Cedar Grove, New Jersey, with the exception of the Director of Nursing Service, Assistant Director of Nursing Service, Activities Director, reality orientation personnel and supervisors as defined in the National Labor Relations Act, as amended, and all other Employees.

Whenever the word “Union” is used in this Agreement, it shall be deemed to mean JNESO, District Council 1 IUOE AFL-CIO.

Whenever the word “Local” is used in this Agreement it shall be deemed to mean the Arbor Glen Local of JNESO.

Whenever the word “employee” is used in this agreement, it shall be deemed to mean the employees covered by this Agreement. Whenever the pronouns “she” or “he” are used in this Agreement, it shall be deemed to be inclusive of the other gender.

Whenever the word “Home” or “Employer” is used in this Agreement it shall be deemed to mean Arbor Glen Care & Rehabilitation Center.

ARTICLE 2
DEDUCTION OF UNION DUES

A. The Employer shall, upon receipt of a written authorization form from the employee, deduct from the wages of that employee each payroll period dues as fixed by the Union. The Employer shall be relieved from making such "check-off" deductions upon:

1. Termination of employment
2. Transfer to a title other than one covered in the bargaining unit
3. Lay off from work
4. Any agreed leave of absence
or
5. Revocation of the check-off authorization in accordance with its term or applicable law.

B. Notwithstanding the foregoing, upon the return of an employee to work from any of the above mentioned absences, the Employer will immediately resume the obligation of making such deductions except that deductions for terminated employees shall require a new dues authorization form. The Employer shall not be obligated

to make dues deductions of any kind for any employee during any dues month involved if said employee shall fail to have received sufficient salary to equal the dues deduction.

C. By the 25th of each month, the Employer shall remit to the Union all deductions for dues made from the salary of employees from the preceding month, together with a list of all employees from whom dues have been deducted and the payroll run of all covered employees with actual hours worked and earnings from the payroll period the dues have been deducted. The Employer shall provide the Union a list of employees who have earned wages for each calendar year (January 1st to December 31st). The list will be transmitted to the Union by January 31st of every year. The list will include name, title, employment status, date of hire, social security number, and yearly earnings. This list will be supplemented with any new hires on a monthly basis including name, date of hire, social security number, title, employment status and base pay at time of hire with a copy to the Local President.

D. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union hereby agrees that it will indemnify and hold the Employer harmless, of any claims, actions, or proceedings from an employee arising from the deductions made by the Employer hereunder.

Once the funds are remitted to the Union and the local unit, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union and the local unit.

ARTICLE 3
UNION SECURITY

A. All employees on the active payroll as of the effective date of this Agreement or execution date of this Agreement, whichever is later, who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.

B. All employees on the active payroll as of the effective date of this Agreement or the execution date of this Agreement, whichever is later, who are not members of the Union shall become members of the Union within thirty (30) days thereafter and shall, thereafter, maintain their membership in the Union in good standing as a condition of continued employment.

C. All employees hired after the effective date of this Agreement or the execution of this Agreement, whichever is later, shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

D. For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

E. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reasons of any action taken under this Article.

ARTICLE 4
UNION REPRESENTATION

A. A representative of the Union shall have reasonable access to the premises of the Employer for the purpose of adjusting grievances, negotiating settlement of disputes and generally for the purpose of carrying into effect the provisions and aims of this Agreement. The representative of the Union will give twenty four (24) hours notice in advance before visiting the Center, except in cases of emergency. The date and time for all visits to the Center shall be mutually agreed upon by the parties in advance. Neither party shall unreasonably withhold such agreement. Such visits by a Union representative shall not interfere with the smooth and efficient operation of the Employer, an employee's work responsibilities or patient care and Union business will be conducted in non-work areas during non-work time. The representative of the Union shall, on arrival at the Employer's place of business, clear through the regular channels for receiving visitors and may be accompanied by a representative of the Employer when visiting the premises of the Employer.

B. Employees who are required to represent the Union at any meeting with representatives of the Facility (e.g., grievance, grievance procedure, disciplinary procedure, and labor-management) shall not suffer any loss in pay for straight time earnings opportunity missed during the period of time they are in attendance at such meeting. The Union shall provide the Employer with a list of those employees who will attend on behalf of the Union upon the request of the Employer.

The Employer will establish a time (not to exceed thirty (30) minutes) and location during the orientation period for new bargaining unit employees, at which time and at which location a Local Representative shall be permitted to address the orientees

and distribute a copy of the collective bargaining agreement between the parties. The parties shall confer regarding a mutually acceptable time and location of such presentation by the Local representative. If the parties are unable to reach such an agreement, the time and location shall be in the Employer's discretion.

C. Paid Negotiation Time:

During negotiations of any subsequent Agreement, the Employer agrees that three (3) negotiation committee members may be excused from work, without—pay, to attend up to five (5) negotiation sessions without securing a replacement; however, all other committee members who attend, all without pay, must find replacements to work at no premium cost to the Employer. At the time a subsequent negotiation is scheduled, the Union will designate its three (3) committee members. Within two (2) working days (Monday through Friday), the Employer will notify a representative of the committee as to who will be the replacement employee for that first committee member if one will be replaced by the Employer. Thereafter, the rest of the committee has the obligation to either secure their replacement and notify the Employer no later than twenty-four (24) hours before the scheduled date as to who their replacement will be or in the alternative to not attend the scheduled negotiation. Such employees may use any accrued benefit time for attending negotiation sessions.

D. Bulletin Board: The Employer will provide the Union with, and suitably locate, (alongside each time clock) bulletin boards on which to post the Union and local unit notices. Such notices will not be derogatory to the Employer. These bulletin boards will carry a label, device or notice clearly identifying it as the Union's and the local unit's space (for use). The signature (or facsimile

signature) of the duly authorized Union or local unit representative will be affixed to every Union or local unit notice posted in this space.

ARTICLE 5
PROBATIONARY PERIOD

Employees will be on probation with said period commencing upon the date of their employment until they have completed ninety (90) consecutive days or thirty-two (32) shifts, whichever is greater. At the sole discretion of the Director of Nursing Service said probationary period may be extended an additional thirty (30) consecutive days. When extending an employee's probation, the Director of Nursing will provide written notice to the Union. During the probationary period, the employee will be subject to demotions, suspensions, other discipline or discharge at the Employer's sole discretion, without recourse to the grievance procedure but will otherwise be covered in all respects by this Agreement.

ARTICLE 6
MANAGEMENT RIGHTS

The Employer shall at all times, subject to provisions of the agreement, have full control of matters relative to the management, personnel and the conduct of its business. The Management shall control the facility and its operations, the direction of its working forces, the methods of operation, wages, general management of its facility and buildings, care and use of its equipment and material, and the right to hire, promote and transfer Employees.

The right of the Employer to make such rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective

operation of the facility, and after advance notice thereof to the Union and the Employees, to require compliance therewith by Employees, is recognized.

The Employer retains the sole right to discipline and discharge Employees for cause, provided that in the exercise of this right it will not act in violation of the terms of this agreement. Complaints that the Employer has violated this paragraph may be taken up through the grievance procedure.

Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereafter be made, all of the rights, powers, and authority the Employer had prior to the signing of this Agreement are retained by the Employer, and remain exclusively and without limitation within the rights of management, which are not subject to the grievance procedure and/or arbitration.

ARTICLE 7
STRIKES AND LOCKOUTS

A. It is agreed that the Union, its officers and representatives and the employees covered by this Agreement will not collectively, concertedly or individually, directly or indirectly, strike (including Unfair Labor Practice strike), slowdown, picket, or in any way interfere with or interrupt the Employer's operation during the term of the Agreement.

B. The Employer agrees that there would be no lockout of employees during the term of this Agreement; a close down for any reason or inability to continue operation because of a labor dispute, other than with the Union, shall not be a lockout.

C. If there is a strike, slowdown, picketing or interruption or

interference with the Employer's operations, or violation of this Article in any manner by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and representatives, shall immediately declare the strike, slowdown, picketing or interference with operations illegal and unauthorized. The Union agrees further to cooperate with the Employer to remedy any situation by immediately giving written and oral notice to the Employer and the employees involved, declaring the said activity unlawful by ordering said employees to return to work and by directing said employees to resume full and normal work.

D. The Employer shall have the unqualified right to take whatever disciplinary action, including discharge, which it determines appropriate against any or all of the employees who participate in or encourage the aforementioned improper activity. Such action on behalf of the Employer shall be final and binding upon the Union, its members and all employees without recourse to Article 9.

E. The Employer reserves the right to institute appropriate court action on any violation of this Article if it so desires and this right shall be in addition to all other rights under this contract.

F. The Union reserves the right to institute appropriate action on any violation of this Article if it so desires and this right shall be in addition to all other rights under this contract.

ARTICLE 8
PAST PRACTICE CLAUSE

The parties agree that this list of past practices are effective for all nurses and represent the only past practices which are recognized by the parties:

- A. Use of the parking lot (except for reserved spaces) on first-come, first-served basis. After 8:00 P.M., employees who have parked on the street may move their automobiles to an unoccupied, reserved space.
- B. Coffee, milk, sugar, etc. provided by the Center.
- C. Christmas breakfast provided by the Center.
- D. Permission to leave early for personal emergencies not unreasonably denied.
- E. Work up to last day of notice when resigning voluntarily.
- F. Use of one (1) microwave and one (1) toaster oven in the facility.
- G. Employee Recognition program will be continued (see Addendum B).

ARTICLE 9
GRIEVANCE PROCEDURE

A. Defined:

A grievance is defined as an alleged breach of the terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits in the following steps may only be extended by mutual written consent of the parties hereto.

B. Purpose:

The purpose of this Article is to encourage the resolution of a

grievance at the lowest level possible and on an informal basis. The grievance procedure shall be informal and confidential unless it is otherwise stated in the grievance procedure.

Step One: The employee shall no later than five (5) days from the date of the occurrence reduce the grievance to writing and shall, with the Union representative, present same to the Director of Nursing Service, with a copy to the Administrator. The Director of Nursing Service or his/her representative shall issue a written reply within five (5) days following the receipt of the grievance.

Step Two: If the matter is not resolved in Step One, the employee shall, within five (5) days after the receipt of the reply of the Director of Nursing Service, or his/her representative, refer the grievance in writing to the Union representative and the Administrator, who shall confer within ten (10) days after receipt of the grievance for the purpose of resolving the grievance. The Administrator shall respond to Step Two grievances in writing.

Any Employer grievance shall be taken up at Step Two by submitting a written grievance to the Union representative. If the parties agree to resolve the grievance and reduce the settlement to writing and sign it, then neither party may submit the matter to arbitration and the settlement shall be binding on all concerned. A grievance concerning several/class of employees may be submitted at step 2.

Step Three: If the grievance is not settled in Step Two, the grievance may within five (5) days after the answer in Step Two, be presented in writing to the Corporate Director of Labor Relations or his/her designee. That person will render a decision in writing within 10 days to the grievant, Union Representative, and Union office.

C. Arbitration:

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue in writing to the American Arbitration Association within ten (10) days following the expiration of the ten (10) day referral in Step Three. An Arbitrator shall be selected in accordance with the procedures and, the arbitration shall be conducted in accordance with the labor arbitration rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the Employer and the Union. The powers of the arbitrator are limited as follows:

1. He shall have no power to add to, or subtract from, or modify any of the terms of any agreement.
2. He shall have no power to establish wage scales or to change any wage.
3. He shall not have the power to provide agreement for the parties in those cases where they have in their contract agreed that further negotiations shall or may provide for certain contingencies to cover certain subjects.
4. He shall have no power to set standards of operation. In rendering decisions, the arbitrator shall have due regard for the responsibility of management, and the employees for patient care, and shall so construe the agreement.
5. The parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of

discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract.

6. Where an arbitrator finds a group of employees or any individual employee to have participated in any action in violation of the No Strike Clause of this Agreement, then the arbitrator shall have no authority to modify the discipline imposed by the employer on any individual participating employee (not withstanding group action) after such finding.
7. The parties agree that there shall be no adverse inference from the failure of any resident or family member to testify at arbitration. Specifically, the arbitrator shall not consider the failure of the resident and/or family member to appear as prejudicial.

Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expenses jointly incurred during the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party. Only the Union and the Employer shall have the right to request arbitration or move to confirm or vacate an arbitration award.

D. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays. If a grievance is not filed or advanced in a timely fashion, it will be barred.

ARTICLE 10
TERMINATION AND RESIGNATION

A. Discharge Penalties:

The Employer shall have the right to discharge, suspend or discipline any employee for just cause. The Employer shall notify the Union in writing by certified mail and fax and/or e-mail of any discharge or suspension within seven (7) calendar days from the time of such discharge, or suspension. In the event the Union desires to contest suspension or discharge it shall be submitted and determined under the grievance/arbitration procedure as set forth herein. If the discharge results from conduct relating to a patient, and the patient and/or person involved does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as relevant. All time limits herein specified shall be exclusive of Saturdays, Sundays and holidays.

All notices of disciplinary action shall be reviewed with the employee who shall sign or initial the same, in addition to the shop steward, prior to placement in his/her personnel file. Such signing or initialing shall not indicate an acceptance or admission of the statements contained in said material, but only knowledge of its existence.

B. Resignation:

An employee who separates by resignation shall give the Employer four (4) weeks written notice, such notice to run from the date the letter arrives in the Director of Nursing's office. Employee shall provide two copies of the resignation letter, one to be signed by the Supervisor and returned to the employee as a receipt or forfeit terminal benefits (i.e. accrued vacation pay) to the employee's termination date, if any payable, and other terminal benefits which

may be applicable. Once resignation notice is given, the employee may not use any paid benefit time except for vacation which was scheduled at least three (3) months prior to the date resignation notice was given and paid sick days if legitimately ill. If two (2) or more sick days in a week are taken, a doctor's note may be required by the Employer before payment of sick days is made.

C. Terminal Benefits:

The regular full-time or regular part-time employee whose employment is terminated (and not temporarily laid off) for any reason other than just cause except for catastrophic emergencies will receive as a terminal allowance, a ten (10) working days notice or compensation to the extent such notice is deficient and accrued vacation and holiday pay pro-rata to the employee's termination date.

ARTICLE 11
EMPLOYEE STATUS

Employees covered by this Agreement will be classified as either
(a) regular full-time,
(b) regular part-time or (c) per diem.

A. Regular Full-Time Employees:

A regular full-time employee is an employee who has completed the probationary period as described herein and who regularly works eighty (80) hours or more per bi-weekly pay period unless otherwise specifically provided in the appointment of the individual to the position. A regular full-time employee will be eligible for all benefits in the manner provided in this Agreement.

B. Regular Part-Time Employees:

A regular part-time employee is an employee who has completed the probationary period as defined herein and who regularly works at least sixteen (16) hours or less in a weekly pay period. A regular part-time employee who qualifies as set forth herein is eligible for specified pro-rata benefits only, salary schedule and grievance procedure. Pro-rata benefits for part-time employees shall be calculated quarterly on actual amount of hours worked and will not be reduced by reason of taking vacations, sick days or holidays. Pro-ration shall never exceed more than forty (40) hours a week.

C. Per Diem Employees:

A per diem employee is one who is so informed at the time of hire. The Employer is free to hire any number of per diem employees it deems appropriate.

A per diem employee is an employee who has completed the probationary period as described herein, who does not work any regular scheduled hours per week but rather, works as available to supplement regular full-time and regular part-time employees. The per diem employee shall not be eligible for any fringe benefits under this contract, except where specified. The Employer is free to establish wage rates, except as specifically modified by this agreement, number of hours, scheduling, rules and procedures, hiring procedures and all other terms and conditions of employment as it deems appropriate. All decisions of the Employer with respect to per diem employees are not subject to the grievance/arbitration provisions of the Agreement except as to discipline (Article 9, Section A only). The Employer agrees that it will not use per diem employees to displace the regularly scheduled full-time and part-time employees.

D. Per diem employees must work a minimum of three holidays per calendar year, one of those holidays being Thanksgiving, Christmas or New Year's. Per diems will be paid time and one half (1 ½x) their regular rate of pay for all hours worked on the holiday.

Per diem employees who have not worked and/or made themselves available for two consecutive months will have their seniority and employment terminated.

E. Initial status shall be determined by reviewing all part-time and per diem employees' average hours paid over the previous twelve (12) months. Designation shall be based on average hours paid. Corresponding positions will be offered to those individuals who meet status requirements based on the review below. An employee can only maintain one of the statuses at any given time. The employer will conduct quarterly reviews of employees' status to ensure they are properly classified. Upon the written request of the Local or the Union, a copy of the quarterly review will be provided.

ARTICLE 12
SENIORITY

A. Definition and Types:

Seniority is defined as the length of time an employee has worked continuously in a specified nursing classification within the bargaining unit. It is understood that there are two (2) specified nursing classifications: Registered Nurses and Licensed Practical Nurses.

B. Application:

Classification Seniority shall apply in the computation and

determination of eligibility for all benefits where length of service is a factor pursuant to the Agreement. Classification Seniority will apply to (a) lay off and recall in the manner herein described and (b) vacation time selected in the manner described herein.

C. Accrual and Acquisition:

All employees' classification seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the employee's most recent date of hire. Seniority shall not accrue during leaves of absence or while employee is on suspension.

D. Loss of Seniority:

An employee's seniority shall be lost when the employee:

1. Terminates voluntarily,
2. Is discharged for just cause,
3. Overstays a leave of absence by a reasonable time not to exceed five (5) days unless a waiver of this provision is mutually agreed by the parties,
4. Is laid off for a period of six (6) months or more or for a period exceeding the length of the employee's continuous service, whichever is less, or if for any reason, six (6) months have elapsed since the employee last worked for the Employer,
5. Failure to return to work within three (3) working days after recall by certified mail, return receipt requested, to the employee's last known address with copies of the same to the Union representatives, except for illness of the employee as the cause of

the delay, as certified by a licensed physician, in which case the employee shall return to work within ten (10) days, provided that the employee notified the Employer of her illness within three (3) days after recall,

6. If the employee fails to apply for reemployment within the statutory period after separation from military service, and

7. Any employee who moves to a non bargaining unit position has no right to reinstatement to their former bargaining unit position and loses all seniority and the rights there from, unless the employee returns to the bargaining unit position within three (3) months.

E. Lay Off:

1. In the event of a layoff within a classification on a particular shift, probationary employees within that classification shall be laid off first without regard to the length of their employment.

Non-probationary employees in the classification shall be then laid off on the basis of their seniority, provided the remaining employees are qualified and have the ability to perform the work and assume the responsibilities required in the positions that remain. The judgment of the Administrator, after consulting with the Director of Nursing as to the qualification and ability of employees shall be final, except if arbitrary. If the Union deems the judgment of the Administrator, after consulting with the Director of Nursing to be arbitrary, it may within five (5) calendar days of the date of said layoff, file a grievance in accordance with the provisions of Article 8 of this Agreement.

2. Recognizing that the Employer has the right to lay off employees by shift, if an employee who is laid off has more

seniority than other employees in the same classification on other shifts then that employee may bump the least senior employee in the same classification on another shift. Any employee who is bumped may in turn bump any other employee in the same classification who is less senior. Only one (1) bump per employee per lay-off will be allowed and bumping will be permitted only if the employee is qualified to perform in the position into which she is bumping, as determined by the Administrator after consulting with the Director of Nursing.

3.(A) If a part-time employee has greater seniority than a full-time employee, is qualified to perform the work and is available to accept the schedule of work required, then she/he may displace a less senior full-time employee in the same classification. The same is true for a full-time employee who is willing to accept a part-time schedule.

3.(B) In the event of a layoff, per diem utilization shall be reviewed to ensure that per diem employees are not being utilized to replace full-time or part-time employees. This is to protect full-time and part-time employees from being laid off in the event a per diem is working a full or part time schedule.

F. Recall:

Whenever a vacancy occurs in a classification, employees shall be recalled in accordance with their classification seniority and in the reverse order in which they were laid off, provided that they are qualified and able to perform the work and assume the responsibility required. The judgment of the Administrator after consulting with the Director of Nursing as to qualification and ability shall be final, except if arbitrary. If the Union deems the judgment of the Administrator, after consulting with the Director of Nursing Services to be arbitrary, it may within five (5) calendar

days of the date of said recall (or lack thereof), file a grievance in accordance with the provisions of Article 9 of this Agreement.

ARTICLE 13
PAID LEAVE

A. Personal Days:

1. Upon completion of probationary period as defined in this contract, regular full-time employees shall be entitled to earn up to two (2) personal days per calendar year.

2. Personal days shall be earned at the rate of one (1) day for each six months worked within a calendar year. Upon successful completion of the probationary period, the employee will receive credit for said period for purposes of earning a personal day.

3. Personal days may be taken with vacation days subject to the scheduling needs of the Employer. Personal days shall be scheduled two (2) weeks in advance with the approval of the Director of Nursing Services, except in documented emergency. Personal days shall be taken as full work days and must be taken within one (1) year following the date on which they are accrued or the Employer will pay the employee for the day. Scheduled personal days shall not be canceled but the Employer shall retain the same right to require work on scheduled personal days as other paid holidays provided that the employee shall be paid for such work at the employee's regular compensation rate and shall receive an additional day off with regular pay and within thirty (30) days of the scheduled personal day.

4. A regular part-time employee will receive a proportionate benefit based on hours worked.

B. Condolence Leave:

Time off with pay up to three (3) working days will be granted to regular full-time employees when there is a death in the nurse's immediate family. Such time shall be taken consecutively within a reasonable time from the day of death or the day of the funeral and may not be split or postponed. Immediate family shall be defined to mean mother, father, husband, wife, brother, sister, children, grandchild, grandparents, mother-in-law and father-in-law. Time off with pay up to one (1) working day will be granted when there is a death of an aunt, uncle, son-in-law or daughter-in-law. Proof of death and relationship will be submitted upon request of the Employer. A regular part-time employee will receive a proportionate benefit based on hours worked.

C. Jury Duty:

1. A regular full-time employee who is summoned to and reports for jury duty (other than while on vacation, leave of absence or period during which, for any reason, the employee is not working) shall be paid by the Employer an amount equal to the difference between the amount of wages the employee would otherwise have earned by working during straight time hours for the Employer on that day and the daily jury duty fee paid by the Court (not including travel allowance, reimbursement of expenses) for each day on which he/she reports or performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer for a period of time, however, not to exceed ten (10) working days.

2. The Employer's obligation to pay an employee for jury duty is limited to a maximum of ten (10) days during the term of this Agreement.

3. In order to receive payment under this section of the Agreement, an employee must give the Employer prior notice that he/she has been summoned for jury duty, must furnish satisfactory evidence that he/she reported for or performed jury duty on the days which he/she claims such payment and must furnish such proof of the amount of compensation received as juror. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty. The hours for which said payment is made shall not be considered as hours worked for the purpose of determining overtime or premium pay. The employee is required to remit to the employer compensation received for jury duty, through the endorsement of the jury duty payment check. The employee shall report to work on any day or portions of days he/she is excused from jury duty.

4. An employee called for jury duty shall promptly notify the Employer who may request that the employee be excused.

5. A regular part-time employee will receive a proportionate benefit based on hours worked.

D. Subpoenaed Time:

All full-time and regular part-time employees who are subpoenaed to appear before any federal, state or municipal tribunal or requested by the Employer to appear in any action to which the Center is party or which involves their employment at the Center, but not when the appearance is on behalf of any prospective, present or former employee, who is an adverse party to the Center, shall be paid at the regular rate of pay for time spent. Each employee who receives a subpoena or request shall immediately report same to the Director of Nursing who shall make the necessary arrangements for time off.

ARTICLE 14
VACATIONS

1. Regular full-time employees shall be entitled to twenty (20) working days paid vacation at their regular compensation rate after one (1) year of continuous employment from the anniversary date of their employment with the Employer and shall be further entitled to take ten (10) working days paid vacation cumulative after six (6) months of continuous service.

2. Regular full-time employees shall be entitled to twenty-five (25) working days paid vacation a year at their regular compensation rate after completion of ten (10) years of continuous service with the Employer.

3. Regular full-time employees shall be entitled to thirty (30) working days paid vacation per year at the regular compensation rate after completion of fifteen (15) years of continuous service with the Employer.

4. Regular full-time employees hired after February 10, 2003, shall be entitled to fifteen (15) working days paid vacation per year at their regular compensation rate after one year of continuous employment from the anniversary date of their employment with the Employer and shall be further entitled to take seven (7) working days paid vacation cumulative after six (6) months of continuous service.

5. Regular full-time employees hired after February 10, 2003, shall be entitled to twenty (20) working days paid vacation per year at the regular compensation rate after completion of ten (10) years of continuous service with the Employer.

6. The Employer will allow regular full-time employees at least two (2) weeks of their accrued vacation time, should said employee desire same, between June 1st and September 15th of each calendar year.

7. It is understood that the operational needs of the Center as determined by the Administrator after consultation with the Director of Nursing shall take priority over vacation requests in determining how many employees will be scheduled for vacation at any one time. Requests for vacation time will be submitted to the Director of Nursing Services in writing by March 1st of each year for vacations between June 1st and September 15th. Requests submitted in writing by March 1st will be granted on the basis of seniority and operational needs of the Center. It being understood that, should a conflict arise between the requests of an RN and LPN, date of hire seniority shall prevail and, thereafter, if a conflict still exists seniority shall be determined by alphabetical order. Requests submitted after March 1st will be considered on a first-come first-served basis. Vacations shall not be denied based on anticipated, known staffing needs.

The Director of Nursing or Scheduling Manager will respond to all employee requests submitted on or before March 1st by posting a vacation schedule which includes the names of those employees and the dates for which their vacation was granted and any weeks available for vacation. Such schedule shall be posted by April 15th.

Employee requests for vacation submitted after March 1st will be answered within two (2) weeks of their submission to the Director of Nursing Services.

Vacation requests for other than the June 1st through September 15th period shall be submitted at least thirty (30) days prior to the

requested time off, and the Employer shall respond to the request within two (2) weeks of its submission. Should the employee submit greater than a thirty (30) day notice request, then an earlier response will not be unreasonably withheld.

8. Regular part-time employees shall be eligible for this benefit on a pro-rata basis.

9. Vacations shall be taken each year and may not be banked. In the event that vacation cannot be granted by the employer during the twelve (12) month anniversary period, that portion of the vacation not taken may be accrued and taken the following year, or at the Employer's option, the employee may be paid at his/her regular compensation rate for that vacation time which has been earned but which was unable to be taken.

ARTICLE 15
HOLIDAYS

1. Regular full-time employees hired prior to February 10, 2003 shall be entitled to the following holidays within each contract year:

- | | |
|---------------------|----------------------|
| New Year's Day | M.L. King's Birthday |
| President's Day | Easter Sunday |
| Memorial Day | Independence Day |
| Labor Day | Columbus Day |
| Thanksgiving Day | Christmas Day |
| Employee's Birthday | |

Christmas Day, New Year's Day and Independence Day shall be celebrated, for the purposes of this Article, on the actual day on which they fall.

2. **Entitlement for Holidays:**

Recognizing that the Employer operates every day of the year and that it is not possible for all employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any employees to work on any of the holidays herein specified. The Employer will, consistent with the needs of the Center and the language of this Agreement, distribute holidays off on an equitable basis within classifications and consult with the employees as to preference. Part-time employees' holiday commitment shall be based on their previous year's annual hours worked. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive a day off or a days' pay (by mutual agreement) at the regular compensation rate within thirty (30) days before or after the holiday. If an employee is absent the scheduled work day before and/or the scheduled work day after a paid legal holiday, or day in lieu thereof, said employee must present a note from an existing health insurance carrier physician or other satisfactory proof thereof, in order to be paid for the holiday. The Employer may deny pay for such holiday if satisfactory proof is not furnished. If same is furnished, the employee will be paid.

3. **Holiday Pay or Equivalent Time Off:**

A. Each employee will be scheduled to receive the Christmas and Thanksgiving holidays off on alternate years. Effective January 2, 2017, each employee will be scheduled to receive either the Christmas and New Year holidays off on alternate years. If they are scheduled for one of those holidays off in one year, they will be scheduled to work it the next year. The Employer will make equitable distribution of Memorial Day, Fourth of July, Labor Day and New Year's Day depending on the scheduling needs of the Center. Effective January 2, 2017, the Employer will

make equitable distribution of Memorial Day, Fourth of July, Labor Day and Thanksgiving depending on the scheduling needs of the Center. The Employer shall make every effort not to schedule an employee to work the eve and day of Thanksgiving, Christmas, and New Year's. Employees will not be required to work more than two (2) of the Martin Luther King Birthdays, President's Day and Columbus Day holidays. Employees may offer to work more than the required holidays which are scheduled.

B. Regular full-time and regular part-time employees who are scheduled to work on Easter, President's Day, Thanksgiving, Christmas, New Year's, Labor Day, Memorial Day or Independence Day will be paid at time and one half his/her regular compensation rate and shall receive a day off or a day's pay (by mutual agreement) at the regular compensation rate within thirty (30) days before or after the holiday worked. A regular full-time or regular part-time employee who is scheduled to work on any holiday not mentioned herein will be paid at his/her regular compensation rate and shall receive a day off or a day's pay (by mutual agreement) at the regular compensation rate within thirty (30) days before or after the holiday worked. The 11:00 p.m. to 7:30 a.m. shift shall celebrate the holiday on the eve of the holiday.

C. Regular part-time employees will receive a proportionate benefit based on hours worked.

D. If a holiday falls during an employee's vacation, the employee shall be granted an additional day off but not necessarily with the scheduled vacation. The employee will receive another day off or pay, choice by mutual agreement between Employer and employee. Holidays falling within a period of paid absence will entitle the employee to pay for such holidays.

4. **Holiday Entitlement for Hires after February 10, 2003:**

A. Regular full-time employees hired after February 10, 2003 shall be entitled to the following holidays within each contract year.

New Years Day	Independence Day
M.L. King Birthday	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day

B. If an employee works Thanksgiving, Christmas, or New Years, he/she will be paid at time and one half (1½) of regular compensation rate and shall receive a day off or a day's pay (by mutual agreement) at the regular compensation rate within thirty days. A regular full-time employee who is scheduled to work on any holiday not mentioned herein will receive paid hours plus matching holiday pay up to 8 hours, or another day off within 30 days before or after the holiday. In the event the employee elects to take a day off before the holiday, but subsequently resigns, is terminated or otherwise ineligible for holiday pay the equivalent of such day off shall be withheld from their last paycheck, unless prohibited by law.

C. Regular part-time employees will receive a proportionate benefit based on hours worked.

D. Holiday time will not be a terminal benefit.

ARTICLE 16
SICK TIME

1. In the event of illness or injury to the employee, regular full-time employees hired prior to February 10, 2003, will be granted up to one (1) day paid sick leave per month. The Employer may request from the employee who has been absent on sick leave for three (3) or more consecutive days, a certificate from a licensed physician certifying to the employee's illness. Failure of the employee to present such certificate is reason for the Employer to deny payment under this section.

2. In order to be eligible for sick pay, an employee who is to be out sick must call the Center at least two (2) hours before the start of the day shift and two (2) hours before the start of the evening or night shifts, except in a bona fide emergency, and speak to either the Director or the Assistant Director of Nursing Services or the Shift Coordinator on duty. An employee must call in to the Center each day of absence, unless he/she knows that he/she will be out for a longer period of time and so informs the Director of Nursing Services and is therefore excused from daily call in by the Director of Nursing Services. If an employee gives an anticipated date of return to work and subsequently is unable to return to work on that date, he/she must call in to the Director of Nursing Services at least two (2) days before the original anticipated return date and so inform him/her. Violations of this provision may result in disciplinary action.

3. Sick leave for regular full-time employees shall accumulate as follows: As of December 31st of each year, no more than twelve (12) sick days may be accumulated. If, in June or December of any calendar year, the regular full-time employee has accumulated in excess of twelve (12) sick days and has not used them, the

employee shall receive one (1) day's pay for each day of sick leave, which would accumulate beyond the twelve (12) days, in accordance with the terms of this paragraph. Each regular full-time employee would be entitled to five (5) days of sick leave for the first week that the employee is out sick. Thereafter, said employee would be entitled to four (4) days of sick leave for each pay period until the total number of sick days accumulated are used up. Each regular full-time employee shall have the option at the end of the calendar year of accumulating sick days towards the next calendar year, not, however, to exceed twelve (12) in number, or have the option of accepting one day's payment at regular wages for each sick day not used during the previous calendar year. On termination, accrued sick days will be paid at the rate of four (4) days per pay period until all accrued days have been paid.

4. Regular part-time employees hired prior to February 10, 2003, who regularly work sixteen (16) or more hours in a bi-weekly pay period, shall accumulate sick days leave and benefits on a pro-rata basis.

5. Regular full-time employees hired after February 10, 2003, will be entitled to eight (8) sick days per each year of the Agreement.

6. In December of each year, the regular full-time employees hired after February 10, 2003, will have the option of accepting one day's payment at regular wages for every one sick day not used during the previous calendar year.

7. Sick time is not a terminal benefit for regular full-time employees hired after February 10, 2003.

8. Part-time employees hired after February 10, 2003, are not eligible for time prorated on hours worked.

ARTICLE 17
HEALTH & SAFETY

1. The Employer is responsible for maintaining a safe working environment, and the employees are responsible for reporting unsafe situations. The Employer will make all reasonable efforts to maintain its equipment and provide personal protective equipment in accordance with health and safety objectives as outlined by the Center of Disease Control and any applicable governmental regulatory Agency.
2. The Employer will keep staff informed of new developments in the area of infectious diseases and occupational exposure.
3. Annual influenza vaccination will be given to employees once annually on a voluntary basis during working time at the expense of the Employer. Any nurse who declines the annual influenza vaccine shall be provided protective masks to wear during designated flu season. Tuberculosis Screening, to include PPD or chest x-ray, will be given to employees once annually at the expense of the Employer.

ARTICLE 18
INSURANCE

A. Life Insurance

The Employer will continue life insurance coverage at the level presently in effect.

B. Medical, Dental, Vision, and Prescription Insurances

1. Employees shall receive health, dental, vision, and prescription insurance on the same basis and the same costs as the non-represented employees at the Center. Increases to the rates will be consistent with the rate increases for non-bargaining unit employees.
2. The Employer will provide the Union with advance notice of any changes to the Health Benefit Plans.

See Addendum A for insurance rates

3. Effective January 1, 2005, the Employer shall provide a flexible spending Plan (Section 125 plan) for all employees.

C. Worker's Compensation

Worker's compensation shall be provided by the Employer in accordance with the law of the State of New Jersey.

D. State Disability Insurance

Temporary Disability Insurance will be provided by the Employer in accordance with the law of the State of New Jersey.

ARTICLE 19
UNPAID BENEFITS

A. Family Leave:

Family leave will be provided by the Employer in accordance with the law of the State of New Jersey Family Leave Act.

B. Military Leave:

Leave of absence without pay or benefits will be granted to fulfill obligations for military training with the National Guard, or Armed Forces Reserves.

C. Leaves of Absence:

Upon written application (oral application, if emergency) to the Administrator or the Administrator's designee, leaves of absence without pay or other benefits may be granted an employee at the sole discretion of the Employer, except as provided for in section C. 4 below. There shall be no loss of seniority as a result of accrued vacation leaves of absences; all leaves of absence must be approved in writing (except in an emergency; approval may be oral). The following will govern the granting of leaves of absences:

1. Maximum leave of absence will be six (6) months.
2. In order to qualify for leave of absence, employee must have six (6) months seniority with the Employer.
3. An employee who fails to return to work within a reasonable time, not to exceed five (5) days on termination of his/her leave of absence, shall be deemed to have resigned.
4. An employee who is ill or injured or disabled and presents satisfactory proof of same to the Employer will be granted a leave of absence. Employees shall be entitled to use any accumulated sick time and may be entitled to coverage under the State Disability Plan. The period of such medical leave shall not exceed six (6) months. An employee may request an extension of the original leave in writing. Such requests may be granted at the sole

discretion of the Employer. The Employer shall have the right to require the employee to have a doctor's examination when requests for a medical leave are made and may also require an examination by its own doctor at its expense at the time a request for a leave is made or when an employee claims he/she is ready to return to work from such a leave. The Employer reserves the right to require periodic medical reports as to the continuing nature of his/her disability during the term of the leave of absence. Employees will not be entitled to any disability leave if they leave the employ of the Center prior to the date specified by the physician's certificate. The employee shall contact the Administrator to provide notification of her date of return to work.

D. An employee who engages in gainful employment during a leave of absence shall be deemed to have resigned.

1. An employee shall be subject to immediate dismissal for falsifying any reason given to the Employer for leave of absence.
2. At least one (1) year must lapse between successive personal leaves of absence, except in cases of medical leaves.
3. No term or condition of this Collective Bargaining Agreement will continue during any leave of absences except:
4. For personal leave, the employee will be entitled to continued health insurance coverage only through the premium month paid except under the circumstance of a bonafide family death requiring the employee's attendance in settling the estate for which the employee shall be entitled to continued health coverage for one (1) additional successive month. Eligible employees shall be provided the option continuing coverage through COBRA as prescribed by law.

5. For medical leave, the employee will be entitled to continued health insurance coverage for the length of the approved leave. The premium month paid plus up to an additional three (3) successive months thereafter eligible employees shall be provided the option continuing coverage through COBRA as prescribed by law.

ARTICLE 20
HOURS OF WORK, OVERTIME AND SHIFT
ASSIGNMENT

A. Hours of work including unpaid lunch should be defined as a tour of duty from 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m., and 11:00 p.m. to 7:30 a.m. Part-time employees' hours will remain flexible to meet the need of the institution and the employees.

B. Overtime compensation shall be the monetary equivalent of time and one half for any time worked over the regular eight (8) hours in a workday or over forty (40) hours in any work week. for those employees on the payroll prior to February 10, 2003. Overtime compensation must be authorized by the Director of Nursing Service; however, in the event of emergencies or in the event the Director of Nursing Service is not available, overtime need not be authorized provided it is in compliance with guidelines promulgated by the Employer. There shall be no pyramiding of overtime.

Employees hired after February 10, 2003, will be eligible for overtime after 40 hours in a work week.

C. Available time/available overtime shall be posted on the bulletin board no later than fourteen (14) calendar days before the previous schedule expires.

1. Available time/available overtime is open after the following time commitments have been met:

1. Full-time	40 hours per week
2. Part-time	Committed hours
3. Per Diem	Committed hours for the four (4) week schedule

2. Available time/available overtime will be offered in the following order:

1. Part-time	At regular rate of pay up to 40 hours per week
2. Per-Diem	At regular rate of pay up to 40 hours per week
3. Full-time	Overtime
4. Part-time	Overtime
5. Per Diem	Overtime

2a. When two (2) or more employees of the same status sign up for the same available time/available overtime, said time will be given to the most senior staff member of that status and pay category (straight time vs. overtime). Available time/available overtime shall be rotated amongst employees in the order above.

3. Available time/available overtime shall remain posted for seven (7) calendar days and then removed. The Employer shall then post the approved available time/available overtime as specified in section 2 above within two (2) calendar days. No one may be bumped from the approved available time/available overtime.

4. After nine (9) calendar days, the available time/available overtime list shall be re-posted on the bulletin board. Available time/available overtime after the nine (9) calendar days shall be granted on a first come first served basis.

D. The Employer may schedule employees on a four (4), ten (10) hour day workweek and create other workweeks by mutual agreement between the Employer and Union.

E. Break and Lunch Period:

1. There shall be a one half (1/2) hour paid break period provided to each employee each workday, which period must be taken at one time. Such breaks shall be taken consistent with patient care needs.

2. There shall be a one half (1/2) hour unpaid meal period each workday. During this lunch period the employee shall be allowed to leave the premises of the Employer. A nurse who is required to work through his/her meal period shall be paid time and one half (1 1/2x).

3. Employees will punch in and out when leaving the premises during lunch or break periods.

F. Steady shift assignment shall continue.

G. Any regular full-time or part-time employee may work a shift which is not his/her normal shift only with consent of the Employer and the employee.

H. No regular full-time or regular part-time employee may without his/her permission be rotated on the weekends in which they are scheduled to work. Alternating steady weekend work

shall continue as in the past. If an employee works a weekend (a Saturday or Sunday) out of schedule, which is not their normally scheduled weekend to work, the employee will be expected to work their full, normally scheduled weekend, except for previously scheduled vacation. This provision applies to full-time and part-time employees.

I. All regular full-time and regular part-time employees who are required to work during a State of Emergency and are required to remain at the Center will be provided with reasonable accommodations.

J. Weekends - Employees will be required to make-up all unscheduled days of absence on weekends. If it chooses, management will have the right to schedule such makeup days on weekends which it believes will most benefit the home. The facility will provide two weeks' notice for the make-up of a Saturday and/or Sunday. Weekend shifts are defined as those shifts starting at and falling between: Saturday 7:00 a.m. and ending Monday at 7:30 a.m. All weekend assignments (make-up) will be on the employee's regular shift unless mutually agreed.

ARTICLE 21
POSTING OF TIME SCHEDULES

The Employer shall post time schedules of the employees on their bulletin board no later than fourteen (14) days before the previous schedule expires. However, the Thanksgiving time schedule will be posted by October 15th and the Christmas and New Year's time schedule will be posted by November 15th. The Employer will not change the posted schedules unless an emergency requires same to be changed. Requests for specific time off shall be submitted to the nursing office no later than twenty-one (21) days before the previous schedule expires.

The Winter holiday schedule is defined as Thanksgiving, Christmas, and New Year's.

ARTICLE 22
WORKING OUT OF TITLE

Employees who are required by the Employer to perform functions normally assigned to an employee working in a higher paying position shall receive a higher rate of pay.

This article shall apply to a staff nurse who may function out of title. In the event that said employee is entitled to overtime pay, as defined in this Agreement during the period of time that he/she is working out of title, he/she shall receive additional pay for those hours which he/she worked out of title.

ARTICLE 23
MANAGEMENT WORK

The Director of Nurses or the Assistant Director of Nurses, and any Administrative, Supervisory, or Management Nurses shall not perform work normally done by employees in the bargaining unit to the extent that an employee in the bargaining unit would be displaced. However, the parties hereto agree that nothing contained herein shall prevent management from performing such work for the following purposes:

1. For instruction, teaching and training of employees,
2. In cases of emergency,
3. In accordance with past practice,
4. When bargaining unit personnel have not signed up for extra shifts, in accordance with Article 20 Section C.

ARTICLE 24
MISCELLANEOUS

It is agreed that the duties of the jobs covered by this Agreement in many instances are identical or overlap, and the employees shall continue to interchange jobs and duties and shall perform all job duties as directed, except as prohibited or restricted by statute and/or NJ Regulations and shall be paid in accordance with the Salary Article.

The Employer recognizes the desirability of having employees safe from harm and harassment from outside third parties. The Employer shall have alarms installed on all outside doors of its facility. Anyone found to be in the building that does not belong in the facility at 8:00 p.m. will be removed.

ARTICLE 25
STAFF DEVELOPMENT PROGRAM

A. The Director of Nursing Services will assure that new nurses receive adequate orientation to the health care facility. A planned orientation program for new employees will be provided by the Employer who will create an orientation check-off form to be provided. Both the staff nurse assisting in the orientation and the orientee shall be required to check-off as completed each orientation item on the check-off list. The staff nurse shall, at the completion of the second (2nd) day of orientation, submit to the Director of Nursing a copy of the orientation check-off so that non-completed orientation items can be addressed. Adequate orientation is defined as having experienced nursing personnel in the company of a new employee for at least three (3) workdays, up to seven (7) workdays, prior to said new employee being put in charge of a floor unit or program. Employees who are requested to orient staff members shall be paid one dollar and twenty-five cents

(\$1.25) per hour for the entire shift she/he orients new staff members. Effective March 1, 2017 employees who are requested to orient staff members shall be paid one dollar and thirty-five cents (\$1.35) per hour for the entire shift she/he orients new staff members

B. An in-service education program shall be provided by the Employer. All employees must attend a minimum number of in-service courses equivalent to at least the State recommended number.

ARTICLE 26
TUITION REIMBURSEMENT

1. Employees will be eligible for tuition reimbursement benefits under the Genesis HealthCare Corporation Tuition Assistance program (TAP).
2. If, at any time, the level of benefit, eligibility criteria or academic completion requirements of the TAP plan are modified, the Union shall be notified and, upon request, the parties shall meet to discuss.
3. Employees may receive financial reimbursement for furthering their education by pursuing after hours studies in an accredited school, college or university or other recognized institutions. Courses chosen by the employee must in the employer's opinion be beneficial to the facility and must be pre-approved prior to the commencement of the course. Effective July 1, 2016, the maximum amount of reimbursement for tuition expenses shall be six hundred (\$600) dollars per year, per full-time employee.

Eligibility for Use:

- A.** The nurse must be employed by Arbor Glen for one (1) year of continuous service in the capacity of full-time or part-time employee.
- B.** The nurse must receive a grade of C or better.
- C.** The nurse must present the final grade to the Employer. The Employer shall reimburse the bargaining unit nurse for the tuition within thirty (30) calendar days of receiving the final grade. A separate check and without any deductions for withholding taxes, social security taxes and the like shall be given the bargaining unit nurse.
- D.** Any employee receiving tuition reimbursement must sign a wage deduction authorization for the amount reimbursed to be used should the employee separate employment within one (1) year of reimbursement. A nurse acknowledges a debt to the Center for said full amount of reimbursement.

ARTICLE 27
CONTINUING EDUCATION

- A.** Any program the Employer mandates the employee to attend; the Employer shall bear the full cost of the seminar and shall pay the employee for time off.
- B. 1.** If an employee wishes to attend a program, workshop or continuing educational seminar which is beneficial to the employee and the Employer, approval for attendance must be obtained and if granted, payment for time off for program attendance shall be received.

2. If an evening or night shift employee is approved by the Administrator for a seminar attendance prior to that work schedule being posted, said employee will be scheduled for the day shift and will be paid their regular shift pay for attending the seminar.

C. Employees who attend programs, workshops, or continuing educational seminars must upon return share information at the next staff meeting with colleagues.

D. The Employer will conduct in-service education programs for the betterment and continued update of current nursing practices, and offer programs for all three shifts. In the event that such a program is scheduled on an employee's time off, and the employee is requested to attend, the employee will be paid at the rate of time and one half (1 ½) their hourly rate for the hours spent, or, compensating time off, whichever the employee chooses. Nothing shall prevent the Employer from sending a full-time or part-time nurse to a seminar at the expense of the facility.

E. Continuing Education, In-Service, and Specialized Training shall be provided to all employees whenever new equipment or methods are introduced to the facility. Said equipment and methods shall be shown to employees prior to their implementation.

ARTICLE 28
JOB POSTINGS
POSTING OF PROMOTIONAL OPPORTUNITIES

A. All promotions, vacancies and newly created positions within the bargaining unit will be posted for seven (7) consecutive days. All persons who are interested in the job are encouraged to file a bid for the job with the Nursing Department. All persons who bid and who meet the minimum qualifications will receive an

interview for the position. All those who are interviewed will be notified of the individual decision in their case.

B. If no employee bids for a job or no one meets the minimum qualifications, the Center will advertise for the position. In an emergency, the Center will post and advertise the position at the same time, but nurses employed at the Center will have preference over non-employees.

C. On a promotion, no employee will receive less than what he/she is presently being paid upon advancement.

D. When a promotional vacancy, shift change, promotion, or newly created position in a bargaining unit position occurs and two (2) or more employees are under consideration for such vacancy, the Employer shall promote the most qualified employee as determined by the Administrator after consultation with the Director of Nursing or his/her designee. However, should each employee be equally qualified, the promotion will be determined by date of hire seniority. Disputes under this provision shall be subject to the grievance/arbitration procedure only if the question involves an arbitrary decision of the Administrator or his/her designee.

E. An employee who has been promoted shall serve a thirty (30) day probationary period in the new position, without loss of benefits. If the employee is removed from the new position during the probationary period, the employee shall be permitted to return to the employee's former position without loss of other benefits excepting that if the employee is discharged, such discharge shall be subject to Article 9, Section A.

F. Disputes under this provision shall be subject to the grievance and arbitration Article of this Agreement.

ARTICLE 29
JOB DESCRIPTIONS

The Union will be provided with copies of current job descriptions.

All newly hired employees will be given a copy of their job description. Any employee who transfers to another job title will be provided with the appropriate job description prior to the transfer.

The Genesis Health Ventures job description will be implemented. Any changes to the job description will be discussed with the Union prior to implementation. It is understood that all job descriptions will reflect the professional nature of Registered Nurses and Licensed Professional Nurses.

ARTICLE 30
ACCESS TO PERSONNEL FOLDERS AND
EVALUATIONS

A. Each employee shall, if they request, be given an opportunity to review any evaluation of their work performance in their permanent personnel folder. They may file a written response to such material and, if requested, such response will be attached to and retained with the particular instrument concerned. Any records concerning the performance or conduct of any employee that are passed from one (1) Supervisor to another upon the transfer of an employee or his/her supervisor will be available for review by the employee upon request.

B. An evaluation form shall be developed or improved by the Nursing Administration. Each employee covered by this Agreement will be evaluated once at the end of the probationary period as set forth in this Agreement and thereafter on an annual

basis utilizing such a form within thirty (30) days either before or after the anniversary date. Evaluations may be done more frequently than annually, if there is a problem with the employee's performance.

The evaluation will be done by the Director of Nursing Services or his/her designee who must be a Registered Professional Nurse. The Employee shall receive one (1) copy and one (1) shall be placed in the employee's personnel file.

Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be required by the signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon. If an employee refuses to sign the form, a notation will be made on the evaluation and the requirement of a signature will be deemed to be satisfied.

C. No document of anonymous origin shall be used against any employee.

D. References obtained from previous employment will not be available to employees.

ARTICLE 31
NON-DISCRIMINATION

The Employer and the Union hereby agree to continue their practice of non-discrimination in compliance with all applicable Federal and State statutes and rules and regulations.

ARTICLE 32
SEPARABILITY

It is understood and agreed that if any provision of this Agreement or the application thereof shall be held invalid, the remainder of this Agreement or the application thereof shall not be affected thereby. If any Federal or New Jersey laws or regulations or final decision of any Federal or New Jersey court or administrative agency affects any provisions of this Agreement, each such provision shall be deemed amended to the extent necessary to comply with such laws, regulations or decision but otherwise this Agreement will not be affected.

ARTICLE 33
UNIFORM ALLOWANCE

1. Effective March 1, 2016, all full-time employees will receive seventy-five dollars (\$75), and part-time employees will receive fifty dollars (\$50).
2. Effective March 1, 2017, all full-time employees will receive fifty dollars (\$50), and part-time employees will receive twenty-five dollars (\$25).
3. Effective October 1, 2017, all full-time employees will receive fifty dollars (\$50), and part-time employees will receive twenty-five dollars (\$25).
4. Effective March 1, 2018, all full-time employees will receive fifty dollars (\$50), and part-time employees will receive twenty-five dollars (\$25).

5. Effective October 1, 2018, all full-time employees will receive fifty dollars (\$50), and part-time employees will receive twenty-five dollars (\$25).

ARTICLE 34
SALARY

A. Employees will be placed on the wage scale based on years of nursing experience. Nurses shall be hired in at a salary step that provides for one year of credit for every one year of nursing experience.

SALARY – Minimum start rates

Years of Service	LPN	RN
0 to 1	\$23.00	\$27.00
1 to 3	\$23.69	\$27.81
3 to 6	\$24.40	\$28.64
6 to 10	\$25.13	\$29.50
10 to 14	\$25.89	\$30.39
15+	\$26.66	\$31.30

2016: Effective the first full pay period after March 1, 2016, all full- and part-time, non-probationary employees shall receive a one (1%) percent increase.

2017: a) Effective January 1, 2017 all Full Time employees shall receive a six hundred fifty dollar (\$650) Lump Sum payout. Effective January 1, 2017 all Part Time employees shall receive a two hundred fifty dollar (\$250) Lump Sum payout. Payment will be made in separate check subject to all withholdings.

b) Effective the first full pay period after March 1, 2017, all full- and part-time, non-probationary employees will receive a 57/100th percent (0.57%) increase.

c) Effective the first full pay period after October 1, 2017, all full- and part-time, non-probationary employees will receive a 58/100th percent (0.58%) increase.

2018: a) Effective the first full pay period after March 1, 2018, all full- and part-time, non- probationary employees will receive a 7/100th percent (0.7%) increase.

b) Effective the first full pay period after October 1, 2018, all full- and part-time, non-probationary employees will receive a 7/100th percent (0.7%) increase.

Resident Care Coordinators shall receive as their base rate, (\$1.25) one dollar and twenty-five cents per hour in addition to the appropriate experience step on the salary guide.

B. If, due to an emergency, there are two (2) nurses (not accompanied by another RN, GN or LPN) in the building during any shift, said nurses will be paid double their regular rate for that shift or shifts for which they remain the only nurses on duty.

C. Salary payments shall be made bi-weekly on Friday.

D. Shift differential

Employees who work on the 3-11pm and the 11pm-7am shifts will receive a differential of \$1.50 an hour for all hours worked on said shifts.

E. Employees assigned the duty of House Nurse shall receive an additional one dollar and fifty cents (\$1.50) per hour in pay. Effective March 1, 2017 employees assigned the duty of House Nurse shall receive one dollar and seventy-five cents (\$1.75) per hour in pay.

F. Payroll errors equal to or greater than one full 8-hour shift of pay shall be rectified within 48 hours within institutional constraints.

G. When an RN or LPN works through his/her break or lunch, he/she shall be paid for that time worked in accordance with the overtime approval procedure of the institution.

ARTICLE 35
PER DIEM PAY

The Per Diem rates for employees hired after the ratification date of this agreement shall be as follows:

LPN:	\$29.79
RN:	\$35.30

Effective the first full pay period after March 1, 2016, all existing Per Diem bargaining unit employees on the payroll shall receive a one percent (1%) increase.

ARTICLE 36
RETIREMENT PLAN

Effective January 1, 2002, all full-time and part-time employees will be eligible for the Genesis HealthCare Corporation Union 401(k) Plan.

The Employer will contribute fifty cents (\$0.50) for each dollar the employee contributes, up to a maximum of three per cent (3%).

Employer vesting will be at one hundred percent (100%) after six (6) years.

ARTICLE 37
TWENTY-YEAR CLUB

Employees shall be eligible for the Genesis HealthCare Twenty-Year Club program.

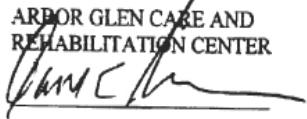
ARTICLE 38
SUCCESSORS AND ASSIGNS CLAUSE

The Employer shall give written notice of the existence of this Agreement to any purchaser, transferee, leasee, assignee, etc. of the business operation covered by this Agreement at the time the Employer closes such sale, or transaction. The Employer will furnish a copy of the written notice to the Union within thirty (30) calendar days of such closing.

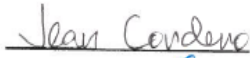
IN WITNESS WHEREOF, the parties hereto have set their hands and seals

this 27th day of March in the year of 2013.

ARBOR GLEN CARE AND
REHABILITATION CENTER



JNESO







ARTICLE 39
ADVISORY COUNCIL OF NURSING PRACTITIONERS

There shall be a Council of Nursing Practitioners at the Employer's facility. Membership of the Council shall consist of all nursing practitioners covered by the collective bargaining agreement. The Council may establish such committees or subcommittees as it deems desirable to carry out the functions set forth below. The membership of such committee shall be determined by the council provided that the council advise the Employer of the membership of any standing committees and provided further that the meetings and activities of such committees and other working groups under this section shall be held during non-working hours except as otherwise noted.

A. Purpose:

1. To make recommendations with respect to the philosophy of nursing practice specific to the health care facility in methods to foster adherence to that philosophy.
2. To foster adherence to standards of nursing practice enunciated by the profession.

B. Functions:

1. Review and make recommendations regarding standards of nursing practice consistent with those enunciated by the profession and specific to the health care facility.
2. Analyze the factors which facilitate or impede the practice of nursing and make recommendations regarding same.
3. Receive and review problems relating to nursing practice and make recommendations regarding the same.

C. Responsibility and Authority:

1. Recommendations of the Council, or committee recommendations approved by the Council, shall be referred in writing to the Director of Nursing Service.

2. The Director of Nursing Service shall meet monthly at a regularly scheduled time to review recommendations from the Council which had been received in writing at least ten (10) calendar days before the scheduled meeting and will respond to the Council within ten (10) calendar days of any joint meeting with the Director of Nursing Service and authorized council representatives.

3. Should there be any dissatisfaction on the part of the Council with the above response, the Council may request in writing, the consideration by the Director of Nursing Service and the Administrator. The final response of the Administrator shall be given within ten (10) calendar days of the receipt of said written request, or within ten (10) calendar days of any scheduled meeting between the above individuals and representatives authorized by the Council.

4. Nothing contained herein shall be subject to Article 9 of the labor agreement.

ARTICLE 40
DURATION

This Agreement shall be in effect March 1, 2016 and shall continue in force and effect until 11:59 p.m. on the 28th day of February, 2019. Notice shall be served by either party ninety (90) days prior to the expiration of this Agreement to commence negotiations. All notices under this paragraph shall be made in accordance with the National Labor Relations Act as amended.

JNESO, District Council 1, IUOE

Karen S. May 3.31.2016
Kathy Campbell 3.31.2016
Anna Howard 4/1/16
James Byrne 4/1/16
Deas O'Leary 4/5/16
Crista Shepard 4/6/16

Arbor Glen Care & Rehabilitation Center

[Signature]

ADDENDUM A

**HEALTH, DENTAL, VISION, AND PRESCRIPTION
INSURANCES**

EMPLOYEE HEALTH PLAN RATES

JNESO BARGAINING UNIT EMPLOYEES

Bi-Weekly (based on 26 pays)

Provider: AETNA Medical Employee Bi-weekly Premium

With Wellness *Full-time only*

	Single	Employee + Child(ren)	Employee + Spouse	Family
Basic Plan	\$25.29	\$111.25	\$197.51	\$268.03
Prime Plan	\$64.76	\$180.48	\$285.94	\$388.74
Max Value Plan	\$81.17	\$208.36	\$321.20	\$436.42

Without Wellness *Full-time only*

Basic Plan	\$55.29	\$141.25	\$227.51	\$298.03
Prime Plan	\$94.76	\$210.48	\$315.94	\$418.74
Max Value Plan	\$111.17	\$238.36	\$351.20	\$466.42

Provider: AETNA Dental Employee Bi-weekly Premium

<i>Full & Part Time</i>	Single	Employee + Child(ren)	Employee + Spouse	Family
Participating DPPO	\$13.29	\$32.18	\$26.50	\$50.16
Non- Participating DPPO	\$16.34	\$39.58	\$32.59	\$61.67

Provider: EyeMed Vision Employee Bi-weekly Premium

<i>Full & Part Time</i>	Single	Employee + Child(ren)	Employee + Spouse	Family
Choice	\$2.63	\$4.33	\$3.70	\$6.93
Choice Plus	\$3.60	\$5.94	\$5.07	\$9.49

ADDENDUM B

TWENTY-YEAR CLUB

As part of an ongoing effort to support our strategic goal of improving employee retention, the HR Committee launched the 20 Year Club in February, 2005. This program honors and recognizes employees with 20 years and more of service with Genesis HealthCare.

Since the program began in February, 2005, Genesis has proudly honored the 3,100+ employees who became eligible for 20-year recognition. Their many years of loyal service offer our patients expert care, and their co-workers mentoring and support. Through this program, all of Genesis celebrates their 20+ years of longevity, and the many contributions each has made through those years.

Program Process

At the beginning of each month, Corporate HR identifies employees who meet the program's criteria for receiving their awards for the following month. Eligible employees' names are then forwarded to your Center's Administrator as soon as possible so that you can begin planning your presentations. For those who are newly eligible and are either an Administrator, someone in one of the areas or corporate offices, or a Genesis Rehabilitation Services employee, this information is sent to their immediate supervisor.

About two weeks before the month of eligibility, the Administrator or Supervisor will receive two types of packages: one with the name plates for the new 20 Year Club members and another with the 20 Year packages that contain all the materials mentioned

below. Please be on the lookout for these, as they have sometimes been “misdirected” once they reach their destination.

Program Celebration

To celebrate this important milestone, we encourage centers to hold awards presentations where eligible employees will receive:

- A welcome letter to the 20 Year Club,
- A Certificate of Achievement
- Their name engraved on an honorary plaque displayed at their work location, and
- An insert card previewing the honorary 20 Year Club name badge

Cash Awards

In addition, eligible employees grade level 57 and below will receive a cash award as follows:

- Full-time employees will receive a \$1,000 payout at the 20-year mark, and again every 5 years,
- Part-time employees will receive a \$500 payout at the 20-year mark, and again every 5 years,
- Casual employees will receive a \$250 payout at the 20-year mark, and again every 5 years,

These employees will be given the option to either receive their award as a cash payout or defer a portion or total of the amount into their 401(k) accounts. The funds will be distributed to the employees in the same way that they receive their regular pay, paycheck, direct deposit or Money Manager card. If the employees currently have their pay set up to go to more than one account, this Longevity Award will be distributed in the same manner. Union employees covered by a collective bargaining agreement are not eligible for the cash award (unless specifically stated otherwise in the collective bargaining agreement). The Union shall be notified of any changes and, upon the Union's request, the parties shall meet to discuss.

ADDENDUM C

SIDE BAR AGREEMENTS

- A.** The Union recognizes the right of the Employer to institute a Drug Testing and Corporate Integrity Policy, subject to the terms and conditions of the Collective Bargaining Agreement, particularly the grievance procedure.

- B.** All part-time employees on the payroll as of the date of ratification shall be grandfathered in the current elected plan and incur increases on the same basis as other bargaining unit members.