

AGREEMENT

BETWEEN

KITTANNING CARE CENTER

AND

JNESO-DISTRICT COUNCIL 1, IUOE/AFL-CIO

MAY 18, 2018 – MAY 17, 2021

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AGREEMENT

This Agreement made and entered into by and between:

KITTANNING CARE CENTER
120 Kittanning Care Drive
Kittanning, Pennsylvania 16201

Hereinafter referred to as the "Employer" or "Company" and

JNESO – DISTRICT COUNCIL 1, IUOE/AFL-CIO
1225 Livingston Avenue
North Brunswick, New Jersey 08902

Hereinafter referred to as the "Union".

WHEREAS: The parties hereto are desirous of entering into an Agreement as to wage rates, hours and other terms and conditions of employment;

NOW THEREFORE: The Employer and the Union, acting through their duly authorized Agents, and intending to be legally bound hereby, do hereby agree as follows:

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; promotion of cooperative, efficient, economical and profitable operations of the Employer, and a fair interpretation of this Agreement.

ARTICLE 1 RECOGNITION

A. The Employer recognizes and acknowledges the Union as the sole and exclusive representative of all Employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the National Labor Relations Act.

B. All of the Company's Employees as certified by the National Labor Relation Board, Case NO. 6-RC-11117: all full-time and regular part-time Licensed Practical Nurses employed by the Employer at its Kittanning, PA facility, excluding all office Clerical Employees, Registered Nurses and guards, Professional Employees and other supervisors as defined in the Act and all other Employees.

C. The recognition of the Union by the Employer shall in no way institute a limitation of an Employees rights or freedom in discussions or dealings with the Employer.

D. Regularly scheduled part-time Employees shall be included in the bargaining unit provided they are regularly scheduled to work a minimum of forty (40) hours per fourteen (14) day period. A regularly scheduled full-time Employee shall be an Employee who is regularly scheduled to work eighty (80) hours per fourteen (14) day period. A fill-in Employee shall be a regularly scheduled full-time Employee who is performing a job function in a new area until such time as an Employee on leave returns to work or gives final notice to quit. In the event a fill-in Employee is from within the bargaining unit, then the position in the department from which the fill-in Employee came from shall be open and available for the fill-in Employee to return to. An Employee who is a fill-in Employee shall not be subject to the six (6) month voluntary move restriction. A fill-in Employee shall not be considered a temporary Employee.

E. A regularly scheduled part-time Employee who works forty (40) hours per week or eighty (80) hours in a fourteen (14) day pay period for one hundred twenty (120) consecutive calendar days, excluding PTO benefit time, shall be classified as a full-time Employee. For benefits purposes, all part time employees who bid on and are awarded a full time bid or who have achieved full time status by virtue as being scheduled and working greater than Forty (40) hours per week or Eighty (80) hours in a 14 day pay period for 120 consecutive calendar days, shall be eligible for benefits on the 1st of the month following thirty-(30) days after either notification of being awarded a full time bid or after the date on which the 120th consecutive calendar day falls. However, for those Part Time employees who are bidding into a Full Time position and have not worked Full Time hours for 120 days, will be eligible for benefits on the 1st of the month following Sixty (60) days of moving to said Full Time position.

F. If, conversely, a regularly scheduled full time employee averages part time hours (or less than 40 hours per week or less than 80 hours in a 14 day pay period), for 120 consecutive calendar days, excluding time missed for PTO or approved leaves of absence, the employee will be reclassified as Part time or Casual Pool, which is applicable based on average hours worked over the 120 day period.

G. A casual pool employee shall not be included in the Bargaining Unit. A casual pool employee is not a temporary employee or a regularly scheduled part-time employee. A casual pool employee is an employee who works an average of less than forty (40) hour per fourteen (14) day pay period over a period of 120 consecutive calendar days.

H. Temporary Employees shall not be included in the bargaining unit. Temporary Employees may be scheduled to work for a period not to exceed sixty (60) actual working days in any calendar year, and may later be periodically rescheduled within the same calendar year to work for periods not to exceed a total of thirty (30) actual working days. A temporary Employee is an Employee who is hired to fill in for vacation schedules. The Company shall limit the use of temporary Employees to the purpose set forth herein.

I. It should be noted that for health insurance only, medical eligibility is dictated by the Affordable Care Act (ACA), both in terms of the minimum hours worked per week threshold and the measurement period. It should also be noted, however, that eligibility for the employer contribution to medical insurance is dictated separately, and requires the employee to be working Full time hours as defined by this agreement. In the event that the ACA should change, the Employer and the Union agree to negotiate on behalf of those members affected by the change.

J. A new Employee shall work under the provisions of this Agreement, but shall be employed on a ninety (90) day probationary trial basis, for Full time employees and 120 day probationary trial basis for Part time employees, during which time the Employee may be discharged without further recourse. The employer may, however, extend the trial period for either part or Full time employees an additional 60 days after first providing the Union written notification of its intent to extend the probationary trial period. The parties expressly agree that said new Employee shall have no rights to grieve their dismissal under this Agreement. After the conclusion of the new employees trial period, the new Employee shall be placed on a regular seniority list.

ARTICLE 2
UNION SECURITY, CHECK-OFF, AND DUES DEDUCTIONS

A. All present Employees who are full-time Employees or regular part-time Employees on the execution of this Agreement, shall become and remain members of the Union, in good standing, as a condition of employment on or before the 31st day following the execution date of this Agreement, and all regular full-time Employees and regular part-time Employees who are hired after the execution date of this Agreement shall become members of the Union on the 91st day following the beginning of their employment and remain members of the Union in good standing as a condition of employment. The payment of dues and assessments uniformly required of the Union membership shall be the only requisite for a Union Members good standing as a condition of employment.

B. The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to further effect that the Union membership was available to such person on the terms and conditions generally available to other members, to discharge such person.

C. Further, the failure of any person to pay his/her Union dues and other membership fees, as required by the Union, shall upon written notice to the Employer by the Union, obligate the Employer to discharge such person.

D. The Employer agrees to deduct from the first pay of each month of all regular full-time Employees, and all regular part-time Employees covered by this Agreement, from whom initiation fees of such Employees and agrees to remit to the Union by the 10th day of the month, dues and/or initiation fees for that month. If the Employer does not remit said amount deducted to the Union by the 10th of the month the Employer will post a written notice of the late payment of the dues and the reason thereof. The amounts to be deducted from the Employee shall be certified to the Employer by sufficient money due him/her after the deductions for taxes, social security and other deductions required by law, Union dues for that month will be collected by the Union directly from the Employee. An Employees dues check-off authorization is to be voluntary-but once given, it may not be revoked by the Employee until fifteen (15) days prior to the expiration of this Agreement.

E. The Union agrees to indemnify and hold the Employer harmless from any claims, suits, or judgments, including court costs and reasonable attorney's fees, which the Employer may incur for any claim by an employee or employees against the Employer for union dues, initiation fees, or other charges paid by employees covered by this Agreement, or for any other claim made by any employee against the employer under this Article.

F. The term Employee when used in this Agreement shall mean those who are covered under this contract as noted in Article 1 with the exception of Casual Pool or Temporary employees.

ARTICLE 3 UNION STEWARDS

A. The Employer recognizes the right of the Union to designate one (1) Chief Steward and two (2) Stewards (collectively the "Stewards"), a list of whom shall be provided by the Union, to the Employer. The authority of the Stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The collection of dues when authorized by appropriate Local Union action.

3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

a. have been reduced to writing, or;

b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employers business.

B. Stewards have no authority to take strike action, or any other action interrupting the Employers business, except as authorized by official action of the Union.

C. The Employer recognizes these limitations upon the authority of the Stewards, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, up to and including discharge in the event the Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

D. Stewards shall be permitted to investigate, present and process grievances on or off of the property of the Employer during the Stewards non-working time after first notifying the Steward's immediate supervisor; however, in the absence of the Steward's immediate supervisor, the Steward may notify the Administrator or person in charge in the absence of the Administrator. After notifying the supervisor a Steward may investigate, present and process a grievance with an Employee during the Employee's rest break or lunch. Permission to investigate grievances is not needed before or after an Employee's shift. The Employer will use its best efforts to attend meeting regarding grievances during the Employees or Stewards rest break or lunch break.

E. The Employer agrees to use its best efforts to give the necessary time off to the Stewards and committee for meetings that they are requested to attend by the Union.

ARTICLE 4 SENIORITY

A. Facility Wide Seniority – shall be defined as the length of continuous employment with the Employer beginning with the date on which the Employee began work after last being hired.

B. Departmental Seniority – shall be defined as the length of time an Employee has been employed in a particular department.

C. Bargaining Unit Seniority – shall be defined as the length of time an employee has been a member of the Union.

D. There shall be no deduction for any time lost which does not constitute a break in continuous service. Continuous service shall be broken for the following reasons:

1. Employee quits voluntarily.
2. Employee is discharged and not reinstated.
3. Absence due to layoff for a period of two (2) years.
4. Employee does not return to work when recalled from layoff within Five (5) calendar days after the date of receipt of a registered or certified letter, or a telephone call, or Five (5) calendar days after the return of such letter unclaimed. It is agreed that it is the duty of the Employee to have on file with the Employer, his/her current mailing address and telephone number.
5. Employee fails to return to work at the termination of a leave of absence.
6. Employee is retired.
7. Employee has been elevated to a supervisory position and is in that position for a period exceeding six (6) months.
8. Employee is absent from work for Two (2) consecutive scheduled work days without notifying the employer, unless the employee fails to reach the employer due to a bona fide emergency.

E. In the event one or more Employees have the same departmental seniority date, seniority will be determined by the total number of hours worked on the date of contract ratification, with the Employee with the greater number of hours worked considered ahead of the Employee(s) with the lesser number of hours worked. In the event the number of hours worked are the same, the Bargaining Unit seniority shall prevail.

F. If an Employee voluntarily moves to another department, the Employee ceases to accrue seniority in the former department, and will begin to accrue departmental seniority in the new department. If the Employee moves back to his/her former department, he/she shall begin to accrue seniority in such department in addition to his/her previous service in that department.

G. If an Employee is involuntarily moved to another department, he/she shall continue to accrue seniority in their former department, as well as in the new department from the time said Employee begins to work in such department.

H. Facility wide seniority shall be used for the following purposes: Accrual of PTO benefit time.

I. Departmental seniority shall prevail for the following reasons: vacation selection, holiday selection, overtime, and fill-in report off work.

J. Separate seniority rosters shall be maintained for regular full-time Employee members of the bargaining unit and regular part-time Employee members of the bargaining unit. Seniority rosters shall show both the total years of service the Employee has with the Employer, and the years the Employee has in a certain department or departments, and the date of hire. Seniority rosters shall be posted thirty (30) days after signing of this Agreement, and then shall be posted not less than annually by January 31st of each calendar year. If no Employee objects to the seniority rosters as posted by January 31st within thirty (30) days after the posting of same, said rosters shall be deemed to be correct for all purposes under this Agreement. Other seniority rosters may be periodically posted by the Employer, but the January 31st seniority roster shall be the official roster for the determination of Employees seniority. The Union shall be entitled to a seniority list every six (6) months, upon the Employer posting a new list for any reason, or upon the request of the Union or the Local President for such seniority list.

ARTICLE 5 LAYOFF, RECALL, AND CANCELLATIONS

A. In the event of layoff probationary employees shall be laid off.

B. For the purpose of layoff, reduction in work force, promotion, transfer, job bids and recall, seniority and individual qualifications of the Employee to perform the work in question shall be the determining factors. The Employer shall have the right to select qualified persons, but if in the judgment of the Employer, two or more Employees are equally qualified, the Employee with the longest continuous Bargaining Unit seniority shall be selected for the promotion, transfer, and job bid. If the Employer is not satisfied with the qualifications of the Employee after a thirty (30) day trial period, the Employer shall have the right to return the Employee to his/her original job or return the Employee to layoff status and re-bid the job.

C. Qualifications to perform the work shall mean: skill, training, education, and the ability to do the job in question.

D. When it becomes necessary to layoff personnel in any department and all probationary Employees in that department have been laid off, the layoff will then be opened to a facility wide voluntary layoff. If there are no volunteers for the layoff, then the least senior Employee on the departmental seniority list shall then be laid off first. When the departmental force is again increased, the Employees are to be offered the opportunity to return to work in the reverse order in which they were laid off. Employees will not be considered to have been laid off until they have not worked one (1) week or more notwithstanding Section D of Article 4. In the event an Employee on layoff accepts a recall to work by telephone and actually returns to work when called, it shall not be necessary that the Employee be notified by telegram or mail. The Employer shall bargain with the Union over the effects of such decisions, and shall meet at a mutually agreeable time to discuss the necessity of any layoff

E. Regular full-time Employees who have moved, either voluntarily, or involuntarily, to regular part-time status, shall freeze their regular full-time seniority at that point. The time such Employee works regular part-time shall be pro-rated on the basis of part-time days worked during such year of part-time employment, and added on to the Employees full-time seniority in the even the Employee moves back to full-time status.

F. Full-time Employees reduced involuntarily to regular part-time employment shall be placed at the top of the regular part-time seniority list. A regular full-time Employee who voluntarily requests part-time seniority list, in accordance with the definition set forth in this article based upon the hours the Employee is regularly scheduled to work.

G. A regular part-time Employee who moves to regular full-time employment will go to the bottom of the regular full-time seniority list, unless such Employee has previous full-time seniority in accordance with his/her full-time seniority computed as stated above in Section B.

H. In the event the Employer should need to reduce the amount of staff, the Employer and the Union agree that Casual Pool or Temporary Employees shall be reduced first before a bargaining unit Employee.

ARTICLE 6
MANAGEMENT RIGHTS

A. The Employer has the exclusive right to manage, control and conduct its affairs and business and direct the work force and all matters not covered by express provisions of this Agreement are reserved to the Employer. The said management rights shall include, but not be limited to, the right to hire, discipline in any degree from warning through discharge for cause, transfer Employees, prepare work schedules, assign work, determine methods of work and layoff Employees. Further, the listing of said specific management rights in this Agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed, and not specifically surrendered herein.

ARTICLE 7
EXTRA CONTRACT AGREEMENT

A. The Employer agrees not to enter into any agreement or contract with the Employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 8
NO STRIKE/NO LOCKOUT

A. For the duration of this Agreement, or for any extension thereof, the Union, its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an Employee take any part in any strike. A strike is defined as a concerted action in failing to report for duty, the stoppage of work, slow down, or a concerted abstinence in whole or in part from the full, faithful and proper performance of the duties of the employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Failure or refusal on the part of any Employee to comply with any provision of this Article shall be cause for discharge.

B. In consideration of the No-Strike pledge, the Employer shall not lock out Employees for the duration of this Agreement, or any extension thereof.

ARTICLE 9 GRIEVANCE PROCEDURE

A. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute in connection within the meaning or application of this Agreement, and there shall be no suspension of work or slow down on account of such difference or dispute, but such controversy as to the meaning or application of any provision of this Agreement shall be settled in accordance with the procedures hereinafter set forth.

B. All grievances must be initiated within five (5) working days of the occurrence or when the parties become aware of the occurrence, excluding Saturdays, Sundays and Holidays, unless an extension of time is mutually agreed upon, of the date of the alleged occurrence. In the event a grievance is not submitted within that time period, the party alleging the grievance shall lose his/her rights to grieve.

C. The grievance procedure shall be initiated as follows:

Step 1:

An Employee may informally discuss a complaint with his/her immediate supervisor, however, if the employee wishes to utilize the formal grievance procedure, s/he shall report the matter to his/her Union representative, who must refer it to this Step 1 by submitting an informal but written complaint to the Employees immediate supervisor or manager within Five (5) working days of the date on which the Employee first knew or should have known of the facts which gave rise to the grievance. This complaint form must be signed by the Employee grievant(s).

A complaint formally received in Step 1 shall then be discussed verbally between the immediate supervisor, grievant, and Union Steward or alternative Union representative. This discussion shall take place within Five (5) working days of the receipt of the Step 1 complaint by the immediate supervisor or manager, unless an extension of time is mutually agreed upon. The supervisor shall ~~give~~ provide an answer in writing within Five (5) working days of the date on which such verbal discussion/meeting takes place, unless an extension of time is mutually agreed upon, excluding Saturdays, Sundays and Holidays.

Step 2:

If a satisfactory settlement is not reached in Step 1, the grievant must then provide the Employer with a detailed written record of the grievance on a form prescribed by the parties hereto, and give or send a copy of same to the Union Steward or Chief Steward and to the Employer's grievance committee within Five (5) working days, excluding Saturdays, Sundays and Holidays, after receipt of the answer in Step 1. This detailed written record of the grievance must include at a minimum, a summary statement of the grievance, identification of the specific Articles and Sections of the Agreement the grievant alleges were violated by the Employer, the remedy requested.

The Union Steward or Chief Steward, the grievant and/or the JNESO Labor Representative and the Employer shall meet within Five (5) days after the detailed written record of the grievance has been received by the Employer unless an extension of time is mutually agreed upon. The Employer will have accurate minutes taken of the Second Step meeting, and such minutes shall be signed by representatives of the Employer and the Union. If either party shall disagree as to the accuracy of the minutes, that part shall state, in writing, to what respect it disagrees, or to what respect it believes the minutes to be deficient and such statement shall become part of the record of the case.

A written answer to the Step 2 grievance meeting shall be given by the Employer in writing within Five (5) working days of such meeting, excluding Saturdays, Sundays and Holidays, unless an extension of time is mutually agreed upon. The number of the Union grievance committee shall not exceed Four (4), exclusive of the Business Agent, and the number of the Employer grievance committee shall not exceed Four (4) exclusive of the administrator, all of whom may attend the grievance meeting.

Step 3:

In the event no agreement is reached after Step 2, either the Union or the Employer may, upon written notice to the other, appeal the grievance to Arbitration within Five (5) working days after receipt of the Step 2 answer, unless an extension of time is mutually agreed upon. The parties shall then promptly attempt to mutually agree upon an impartial arbitrator within Five (5) working days after notice of appeal to arbitration.

Step 4:

If the parties are not able to resolve the issue at Step 3, then the Employer and the Union shall request the Federal Mediation Service to furnish a list of five (5) arbitrators. Within Five (5) days of receipt of the list of said five (5) arbitrators, each party shall alternately strike off two (2) names on the list with the Union—going first, and the remaining name shall be the arbitrator.

D. The expense of arbitrating a grievance shall be borne equally by the Employer and the Union, except that the Union shall bear the full expense of any witness it may call on its behalf, and the Employer shall bear the full expense of any witness it may call on its behalf, and the Union and the Employer shall equally bear the cost of any witness jointly called by them.

E. The decision of the impartial arbitrator shall be final and binding, however, it is agreed that an arbitrator shall be bound by the express and explicit terms of this Agreement, and shall have no authority whatsoever to modify its terms or to imply or infer terms or provisions into the Agreement.

F. There shall be no adverse inference by the arbitrator if a resident or family member fails to testify at an arbitration hearing.

G. Any appeal on the grounds of abuse or neglect, as defined by the Pennsylvania Department of Health Regulations, of a resident or visitor shall be limited to a determination as to whether the abuse/ violation occurred. If the Arbitrator finds, based on the evidence, that abuse/violation did occur, s/he shall not have any authority to determine the level of discipline or remedy, and the discipline issued by the employer will stand. If, however, the arbitrator finds, based upon the evidence, that abuse/violation did not occur, s/he shall have the authority to determine an appropriate level of discipline, if any.

H. In the event a grievance by either party is not submitted or appealed within the time periods set forth in any of the steps above, then the party seeking to appeal shall waive his/her rights with respect to the claim, except in the event an extension of time to appeal a submitted grievance is mutually agreed upon, then such grievance rights are waived if the extended period of time for such appeal is exceeded.

I. The Employer shall be permitted to file a grievance under the foregoing procedures and said grievance shall commence at Step 2.

ARTICLE 10
SUSPENSION OR DISCHARGE

A. No Employee shall be disciplined, suspended, or discharged without just cause. An employee may request the presence of a Union Representative at the time of the disciplinary meeting.

B. An Employee who has been disciplined, suspended or discharged may follow the grievance procedure set forth in this agreement.

1. Any Employee discharged hereunder must be paid in full, earned wages, by the employer if any are due by the next regularly scheduled pay day, according to current policy. Discharged employees are not, however, eligible to be paid for accrued but unused PTO days or any other benefit.

C. If a discharged or suspended Employee wishes to grieve his/her discharge or suspension then he/she must follow the grievance procedure as outlined in Article 9.

D. Any discipline infraction related to attendance shall remain in the file for a period of twelve (12) months from the date of which notice was based. Any other discipline infractions, shall remain in the employees file for a period of eight-teen (18) months from when the discipline infraction is based.

E. The Employer will email the union a copy of any discharge or suspension, exclusive of Saturday, Sunday or Holidays at Receptionist@seiuhcpa.org.

ARTICLE 11
WORK ASSIGNMENTS

A. Non-bargaining unit employees shall not perform bargaining unit work, except in the following situations:

1. In emergencies.

2. In the instruction of Employees.

3. In the performance of necessary work when difficulties are encountered on job.

4. When agency nurses are utilized due to staffing needs but are not regularly scheduled.

ARTICLE 12
COMPENSATION CLAIMS

A. The Employer agrees to cooperate toward the prompt payment of Employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation coverage for all Employees, even if not required by state law.

B. In the event an Employee is injured on the job, the Employer shall pay such Employee his/her days pay for that day lost because of injury. An Employee who is injured on the job and sent home, or to the hospital, or must obtain medical attention, shall receive his/her pay at the applicable hourly rate for the balance of his/her regular shift on that day. Thereafter, the Employer shall use its best effort to arrange light duty jobs at Employer's facility on the Employee's originally scheduled shift and as permitted by the Employer's -Workers' compensation insurance physician. Seniority shall accrue for a one (1) year period following the date of injury if the Employee is thereafter unable to work.

ARTICLE 13
MILITARY CLAUSE

A. Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereof, shall be granted all the rights and privileges provided by the Act.

ARTICLE 14
LABOR MANAGEMENT COOPERATION

A. The Employer and the Union will work together via Labor Management meetings to address quality care concerns that may arise.

ARTICLE 15
POSTING OF AGREEMENTS AND NOTICES

A. A copy of this Agreement shall be posted in a conspicuous place.

B. The Employer agrees to provide a locked Union bulletin board and a suitable space for the locked Union bulletin board in the Employees break room. Postings by the Union on such boards are to be used for official Union business. However, the parties agree not to post grievances. The only persons to remove or add information on the bulletin board shall be the Union Steward and the Local President. The key for said board shall be held by the Union Steward and/or the Local President.

ARTICLE 16
UNIFORMS

A. All Employees shall comply with all reasonable dress codes established by the Employer, and failure to do so shall subject the Employee to progressive discipline.

ARTICLE 17
VISITATION PRIVILEGES

A. By appointment, made in advance with the Administrator, authorized agents of the Union shall have access to the Employers establishment during regular working hours for the purpose of adjusting disputes and investigating work conditions provided, however, that there is no interruption of the working schedule of the Employer.

ARTICLE 18
SUBCONTRACTING

A. The Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to, the collective bargaining unit will be subcontracted unless the Employer first gives notice of such intent to subcontract to the Union.

ARTICLE 19
LEAVE OF ABSENCE

A. The Employer shall abide by the terms of the Federal Family and Medical Leave Act.

B. A leave of absence is only available for such time as the Employee has exhausted his/her PTO benefit time. Employees who have completed one (1) year of service, and who in the previous rolling twelve (12) month period have worked at least 1,250 hours, shall be eligible upon the approval of the Administrator, to take a leave of absence without pay for up to ninety (90) days due to medical necessity, including pregnancy related disability, illness or injury. To the extent the reason for such leave also qualifies an employee for leave time under the Family and Medical Leave Act (FMLA), the FMLA leave will run concurrent with an employee's Extended Illness leave (there will be no "double-dipping" of FMLA and

Extended Illness leave time). The Employer may require medical substantiation/proof prior to granting the leave, every thirty (30) days during the leave, and upon any extension thereof. The Employer may also ask for a review every thirty (30) days if the Employer deems a pattern of abuse. A doctor's certificate will also be required prior to the Employee's return to work from leave or extended illness. The Employer shall have no obligation to continue any benefits granted under this Agreement during a leave of absence. Moreover, the Employer requires that any accrued PTO benefit time run concurrently with an Employee's approved leave until that benefit time is exhausted.

C. Seniority will not accrue but shall not be lost during any leave of absence.

D. All requests for leaves of absence under this Article shall be made in writing to the Administrator. Except in an emergency such request shall be made at least fifteen (15) calendar days prior to the start date of the leave being requested.

E. If an Employee fails to return to work or fails to notify the Employer of his/her intentions to return to work on or before the end of the Employee's scheduled leave under this Article, the Employee's seniority and employment with the Employer shall be terminated.

F. Accepting employment while on a leave of absence without written consent of the Administrator in violation of the terms of the leave shall be considered as a voluntary resignation from employment with the Employer.

ARTICLE 20 HOLIDAYS

A. Whenever used in this Agreement, the term Holiday shall be defined as meaning the following days:

New Year's Day	Memorial Day
July 4 th	Labor Day
Thanksgiving Day	Christmas Day
Employee's Birthday	

B. In order to be eligible for Holidays—pay, an Employee must have complied with the following:

1. Finished the probationary period.
2. Worked both the last scheduled day prior to and the first scheduled work day following the holiday, unless such Employee provides the Employer with an excuse satisfactory to the Employer
3. Be on the active payroll during the pay period in which the holiday falls.
4. Be a Full-time Employee

C. The parties recognize that the nature of the work of the Bargaining Unit Employees is such that twenty-four (24) hours of coverage is required every day of the calendar year so that some Bargaining Unit Employees will be required to work on the holidays set forth. Employees who are scheduled to and work on the holidays designated herein shall be paid two (2) times their hourly rate of pay. Additionally, payment for overtime hours worked on the holiday is limited to two (2) times the employees regular hourly wage rate and not two and one half (2 1/2) times the employees' regular hourly rate. Full time Employees who are scheduled off on any of the designated holidays, shall receive eight (8) hours of straight pay.

D. If an Employee is scheduled to work on any of the aforementioned holidays, and fails to report for work, his/her holiday pay shall be forfeited.

E. Holiday selection shall be in the following manner: Holidays shall be rotated every other year for every holiday among the affected Employees, regardless of seniority, so that Employees having a holiday off in one year shall not have the same holiday off in the next year.

F. For the purpose of this Agreement, the holiday shall be defined as the twenty-four (24) hour period, which commences with the shift that begins closest to 12:01 a.m. of the holiday.

ARTICLE 21
PAID TIME OFF

A. All full-time employees covered by this Agreement shall accrue Paid Time Off (PTO) benefit time based on hours paid (except on the year-end PTO cash-out) up to a maximum of eighty (80) hours over a two-week pay period. PTO is accrued from date of hire and continues to be accrued while on active pay status, however, such employees shall not be entitled to use PTO benefit time until completion of their probationary period, as provided in Article 1(J) of this Agreement. Benefit time which an employee may accrue on a prorated basis up to the anniversary date of his/her hire, is as follows:

Employees Hired after May 18, 2018:

0 – 1 Years of Service	Up to Fifteen (15) days
1 – Less than 2 Years of Service	Up to Sixteen (16) days
2 – Less than 3 Years of Service	Up to Seventeen (17) days
3 – Less than 4 Years of Service	Up to Eighteen (18) days
4 – Less than 5 Years of Service	Up to Nineteen (19) days
5 – Less than 10 Years of Service	Up to Twenty (20) days
10 or more Years of Service	Up to Twenty-one (21) days

Employees Hired before May 18, 2018:

0 – 1 Years of Service	Up to Zero (0) days
1 – Less than 2 Years of Service	Up to Nineteen (19) days
2 – Less than 5 Years of Service	Up to Twenty-four (24) days
5 – Less than 10 Years of Service	Up to Twenty-nine (29) days
10 or more Years of Service	Up to Thirty-four (34) days

All part-time employees covered by this Agreement shall accrue benefit time based on hours worked upon commencement of employment. However, such employees shall not be entitled to use benefit time until completion of their probationary period as provided in Article 1(J) of this Agreement. Such part-time employees shall receive a prorated share of benefit time for their hours worked according to the allotment for full-time employees as outlined in Article 21(A) above.

B. All requests to take PTO benefit time are subject to final approval of the appropriate level of management and may be modified to meet the unusual demands faced in any particular area. However, vacation scheduling shall not be unreasonably or arbitrarily denied. Employees may request to use PTO time for vacation scheduling up to one (1) year in advance. The Employer will either grant or deny such advanced time off requests within ten (10) days.. Once approved, benefit time requests may not be changed without the consent of both the employee and the employer. Employees shall be permitted to use vacation time on Saturdays and/or Sundays.

C. Scheduling requests are to be submitted two (2) weeks prior to the schedule being posted. The scheduler will provide a copy marked "received" to the employee within two (2) working days from the date of submission. Requests shall be submitted on the designated form.

D. Upon resignation of employment, an employee covered by this Agreement shall receive payment for sixty percent (60%) of any accrued benefit time that the employee has not used, however, in the event that the employee resigns without giving at least two (2) weeks written notice or does not work out such notice, such unused benefit time shall not be due and owing, unless such lack of notice or failure to work out such notice is due to a verifiable emergency situation (e.g., physical or mental impairment due to illness or accident). Employees who are laid off or lose their job solely as a result of corporate restructuring or downsizing (and not "for cause"), will receive pay for one hundred percent (100%) of any accrued but unused PTO benefit time.

E. In general, PTO benefit time does not roll over from year to year; however, accrued and unused benefit hours will be cashed out at the end of each calendar year for all accrued hours over One Hundred and twenty (120) hour minimum (those 120 are the only hours eligible to be carried over into the subsequent year). This is explained in further detail in Section F below.

F. The Employer recognizes many employees have unique financial needs and would prefer to have cash instead of taking extra days off. For that reason, the Employer has devised a "Cash-Out" Program, whereby employees will be compensated during the last pay period of the calendar year for any unused PTO benefit time over an One Hundred and twenty

(120) hour minimum (those 120 hours will be carried over into the subsequent calendar year). Under this method no employee will “lose” or forfeit their accrued but unused PTO benefit time at the end of the year, but instead, will have their excess PTO be converted into cash. Furthermore, those excess PTO hours over the 120 hour minimum will be converted to cash at a rate equivalent to 100% of the value of the employee’s regular (straight time) hourly rate of pay.

By way of example, the Cash-Out Program works as follows: suppose that by December of a given calendar year Employee “A” has 152 hours of accrued but unused PTO remaining for that year. Instead of forcing Employee “A” to use or lose her PTO hours, the Employer will compensate her for 32 hours of PTO time at a rate equivalent to 100% of the value of her regular hourly rate of pay. That 32 hour number is reached by taking the employee’s PTO balance of 152 hours and subtracting it from the 120 hour minimum (which will be carried over into the subsequent year). Therefore, at the end of the calendar year, Employee “A” will receive in her final paycheck an extra 32 hours of pay for the cashed-out PTO time, and will begin the subsequent year with the 120 hours which were carried over.

G. All cashed-out PTO hours are subject to mandatory taxes and withholdings, and will be processed sometime during the last pay period of the calendar year. In order to be eligible to receive the cash payout for unused PTO hours, an employee must remain in “active” employee status with the Employer through December 31st in the year in which the cash-out is processed.

H. Even if you do not elect to take or use PTO benefit time, all absences (or leaves of absence), will be counted against and deducted from your accrued PTO benefit time. PTO must be taken in no less than two (2) hour increments, except in the case where an employee is less than fifteen (15) minutes tardy.

ARTICLE 22 FUNERAL LEAVE

A. In the event of a death in the immediate family of a full-time Employee, immediate family consisting of spouse, children, step children (from current family), grandchildren, grandparents, spouses grandparents, step-parents, brother, sister, foster child, parents. And parents-in-law (defined as parents-in-law of your current marriage), and significant other, proof, acceptable to the Employer, will be required. An Employee shall be

granted up to three (3) work days absence with pay unless previously scheduled to be off. Part time employees shall be granted two (2) work day absence with pay for the death of an immediate family member, unless the employee was previously scheduled with time off. For both full and part time employees, proof of death acceptable to the Employer may be required.

B. In the event of the death of a daughter-in-law, son-in-law, brother-in-law or sister-in-law, (defined as in-law of your current marriage), aunt, uncle, niece, or nephew a full time Employee shall be granted one (1) day off with pay to attend the funeral, unless previously scheduled to be off. Part time employees are not eligible for funeral leave pay for the death of an extended family member but may have an additional unpaid day off at the sole discretion of the Administrator or his/her designee. Proof of death acceptable to the Employer may be required.

ARTICLE 23 JURY DUTY

A. Full time and regular part time Employees who are called for jury duty shall be excused without loss of pay. Any compensation received for such services shall be reported to the Employer and said amount shall be deducted from the Employees regular paycheck. The maximum paid time off for jury duty leave is ten (10) work days for the duration of the contract, less the payment received for such jury or court witness services. An Employee excused from jury duty shall report at the beginning of his/her next regularly scheduled shifts.

B. An Employee shall notify his/her immediate supervisory within forty-eight (48) hours after he/she receives a summons for jury duty. The Employee shall provide the Employer with a copy of the summons for jury duty and shall provide the Employer with a copy of the pay stub for such service.

C. When an Employee is on jury duty, it is to be considered an eight (8) hour day, forty (40) hour week, regardless of the actual number of hours spent in the service of the courts.

ARTICLE 24
NON-DISCRIMINATION

A. The employer and the union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals, race, color, religion, sex, sexual orientation, disability, national origin, pregnancy, or age; nor will then limit, segregate, or classify Employees in any way to deprive any individual Employee of employment opportunities because of race, color, religion, sex, sexual orientation, national origin, pregnancy, or age.

B. Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also in the feminine gender.

ARTICLE 25
LIE DETECTOR

A. The Employer shall not require or request that an Employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE 26
EMERGENCY REOPENER

A. The parties hereto agree that it is desirable to meet to discuss any changes in the law, which may materially effect this Agreement.

ARTICLE 27
PAYROLL

A. Employees paychecks will be available beginning at 5:00 p.m. on Thursday. If payday is on a federally recognized holiday, Employees shall receive their paychecks the day prior to that holiday beginning at 5:00 p.m.

ARTICLE 28
WEEKENDS

A. All current regular part time and full time Employees shall receive every other weekend off. All new Employees hired after May 18, 2018 shall receive at minimum every third weekend off. All weekends off will be scheduled, then the Employee may be asked to work. If a current or future employee calls off on any scheduled weekend day, s/he will be required to make up the weekend day call off within ninety (90) days.

ARTICLE 29
PERSONNEL FILES

A. Employees shall have the right, upon request, in the presence of either the administrator, or his appointed representative, to review his/her personnel files with the express exception of confidential data submitted to the Employer concerning such Employee. An Employees request to review the file shall be limited to Two (2) times per calendar year.

ARTICLE 30
BREAK TIME

A. Employees shall be permitted to take one (1) ten (10) minute break during the first four (4) hours of their scheduled work day and one (1) ten (10) minute break during the second four (4) hours of their scheduled work day.

ARTICLE 31
MANDATORY MEETINGS

A. Employees, when required to attend meetings conducted by the Employer, if scheduled to work at the time of said meetings, shall receive their regular pay while attending such meetings.

If the Employees are not scheduled to work at the time of such meetings, and their attendance is required, the Employer will pay the Employee their regular hourly rate for the time spent at the meeting or one (1) hour, whichever is greater. The Employer will endeavor to give notice of a mandatory meeting at least one (1) week in advance of the said meeting.

ARTICLE 32
SCHEDULING

A. Schedules shall be posted at least two (2) weeks in advance. Initial schedules, but not changes, shall be posted at each nurse's station.

B. All employees covered by this agreement must report to work as scheduled. The employee cancelled will have the option of either taking PTO time or an unpaid day.

ARTICLE 33
JOB POSTINGS, BID POSTINGS, & SHIFT ASSIGNMENTS

A. For the purpose of bidding on job classifications, priority of Employee seniority shall be determined as follows: a job bid shall first be offered within the department in which such job opening occurs, and it shall be awarded to the most-senior Employee within such department which shall be determined from the total seniority in the following groups and in the following order:

1. Regular full-time departmental Employees.
2. Regular part-time departmental Employees.
3. Casual Pool departmental Employees.

B. In the event the job opening is not filled after offering it to the departmental Employees in the above manner, then it shall be opened for bid to the Employees outside of the department on a facility wide seniority basis, and shall be awarded to the most-senior Employee outside of the department after considering total seniority within the following groups, and in the following order:

1. Regular full-time Employees outside the department.
2. Regular part-time Employees outside the department.
3. Casual Pool Employees outside the department.
4. Anyone qualified from outside of the facility.

C. All job openings shall be posted for bid for a period of five (5) working days, exclusive of Saturdays, Sundays, and holidays, on the bulletin board by the time clocks. The job bids shall consist of an approximate number of hours and days for work in a pay period, signed by the supervisor of the department in which the posting involves and may be granted subject to the following conditions:

1. All bids must be in writing, dated and presented to the Supervisor of said department.

2. A job opening shall mean either a vacancy created by the withdrawal or departure of an existing Employee, or the need for additional personnel on the requested shift.
3. A copy of all job bid positions and descriptions shall be mailed to the Union Office at the time of posting.
4. A copy of the award for the job bid shall be given to the Union Steward at the time of award. Said job bid award shall be signed by the Employee awarded the bid, the Union Steward and the Supervisor.
5. A listing of all job bids to be filled in all departments shall be sent to the Union office within thirty (30) days from ratification of this Agreement.
6. An Employee who is forced into a job bid because his/her job has been or will be eliminated shall be able to bid again on any available job bid and shall not be held to a time period for the bid.

ARTICLE 34 CALLING OFF

- A. Employees who are going to be late or absent must report off to the RN Supervisor on duty at least two (2) hours before the start of their scheduled shift. No text messages or voice mail messages will be accepted. Unless the Employee is incapacitated and hospitalized, the employee will be responsible for reporting off every day that s/he will be tardy or absent..
- B. Bargaining unit Employees shall not be responsible for accepting call offs.
- C. Each call off shall be counted separately for each day absent, and not as one period of time.

ARTICLE 35 HOURS OF WORK

- A. The regular pay period consists of fourteen (14) consecutive days beginning with the start of the regularly scheduled shift, which begins closest to 7:00 a.m. on Sunday of every other week. The normal hours per day shall be eight (8) hours of work plus a one-half (1/2) hour non-paid meal period. The normal hours per fourteen (14) day period shall be eighty (80) hours of work for the regular full-time Employee.

B. The length of a shift may vary department by department, but will not be less than four (4) hours per day, nor more than eight and one-half (8 ½) hours per day, including eight (8) hours of actual work time and one-half (1/2) hours of unpaid meal period. A normal shift will be considered eight and one-half (8 ½) hours, with the exception of meeting specific departmental needs.

C. Overtime, at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid for hours worked in excess of eight (8) hours in a work day, and for hours worked in excess of eighty (80) hours in the fourteen (14) day pay period. In the event that the Employer may so choose to implement a Baylor or weekend warrior Program, those employees would then follow the forty (40) hour overtime rule.

D. PTO, and specifically named holidays shall not be counted as hours worked for the purpose of computing overtime.

E. There shall be no pyramiding or duplication of pay for overtime hours worked.

F. Shifts shall be identified in accordance with the following:

1. Day shift includes all work scheduled to begin between 5:00 a.m. and 11:00 a.m.

2. The evening shift includes all work scheduled to begin between 2:00 p.m. and 5:00 p.m. This does not include part-time Employees who start between 2:00 p.m. and 5:00 p.m. who shall be deemed to be working on the day shift.

3. The night shift includes all work scheduled to begin between 10:00 p.m. and 1:00 a.m.

G. Bargaining unit employees shall not perform or be scheduled non-bargaining unit work, except in emergency situations, which would include the inability to obtain staffing. The Employer will ask for volunteers before mandating that the work be done.

H. Schedules shall be posted two (2) weeks prior to the start of the schedule and shall cover a four (4) week period. Any revisions of the schedule will be posted at the time clock. Employees are permitted to exchange days off with other bargaining unit employees, provided:

1. There is a signed request and with the prior approval of the Employer.
2. The signed request is submitted to the scheduler, ADON or the DON at least seventy-two (72) hours prior to the affected shift start time
3. Both shifts exchanged occur within the same pay period
4. The exchange will not result in overtime pay to either employee.

Moreover, any employee who gives away his/her shift as opposed to an exchange, shall have those hours which were "given away" counted against their PTO. Schedules will be posted at each nurse's station.

I. Employees who request special scheduling considerations shall make such requests in writing at least two (2) week prior to the schedule posting. Such requests shall be reasonably considered but the Employer shall not be obligated to grant such requests.

J. If employees are required by the Employer to stay at the facility due to weather and/or emergencies, the Employee shall be paid for all hours spent at the facility.

ARTICLE 36 WAGE RATES

A. The following starting wage scale shall be in effect for those employees hired on or after April 1, 2012:

<u>Years of Service</u>	<u>April 1, 2015</u>	<u>April 1, 2016</u>	<u>April 1, 2017</u>
0-2	\$17.07	\$17.47	\$17.92
2-4	\$17.61	\$18.01	\$18.46
4-+	\$18.24	\$18.64	\$19.09

Current Employees will be placed in appropriate categories according to years of service defined by Kittanning Care Center Management. Employees shall move to the next step based on years of service.

B. New Employees may be given credit for verifiable previous long-term care experience at skilled nursing facilities and be placed above the start rate at the discretion of management. If the Employer offers a new Employee a wage rate which exceeds the experience based starting scale rates depicted in the above tables, the employer agrees to compensate all existing employees with equal service time in that classification the same wage rate that was offered to the new employee.

C. The Employer has the exclusive right in its discretion to increase the Experience Based Starting Wage Scale rate and shift differentials at any time throughout the duration of this Agreement.

ARTICLE 37 INSURANCE

A. Health Insurance:

1. The Employer shall provide full time employees covered by this Agreement, upon completion of their probationary period, and employee dependents as applicable, health, vision and dental insurance coverage and shall pay no more than the following total amount toward such full-time employee's coverage as selected by the employer: \$360.00 per month for the duration of the contract. The employer contribution to health/dental/vision coverage will not exceed \$360/month, however, any Employer contribution in excess of the individual High Deductible or Low Deductible Health Plan premium will be automatically deposited into a HSA on the Employee's behalf. It is understood that the Employer reserves the right to place or bid on alternative health insurance programs in each remaining years of the collective bargaining agreement, and to select plan(s) that are the most cost effective and comprehensive for the Employees. The right to choose health care plans is the exclusive right of the Employer.

If the individual rate of the HDHP or LDHP premium increases by more than thirty percent (30%) annually, the Employer agrees to meet with the Union to discuss plan design or provider changes to explore cost containment measures.

2. New Employees who are eligible for health coverage under the above paragraph may decline health insurance coverage. For full-time Employees hired prior May 18, 2018 of this Agreement, the following applies; provided the employee first participates in the open enrollment process and

specifically declines the Employer's insurance within the allocated timeframe, the Employer agrees to pay \$70.00 per month to Employees who "opt-out". Employees hired after May 18, 2018 are ineligible for "opt-out" pay.

B. Group Life Insurance: The Employer shall provide paid life insurance coverage in the amount of \$5,000.00 per the term and conditions of the life insurance certificate for regularly scheduled full and part time Employees (see employee definition). Eligibility for participation is based upon completion of the Employee's probationary period of employment. Employer has the right to change carriers during the term of this Agreement.

C. The Employer agrees to meet and discuss upon written request of the Union on an annual basis various health insurance program options within 30 days of such request. This is not to be an extension of bargaining or an economic reopener.

ARTICLE 38 PENSION

A. The employer agrees to implement a 401K plan for the employees in this bargaining unit pursuant to the terms of the 401K plan.

B. The Employer agrees to contribute thirty cents (\$.30) per hour per employee to the plan. The Employer requires Employees to be in active employment status by December 31st of each calendar year to be eligible to receive the Employer contribution.

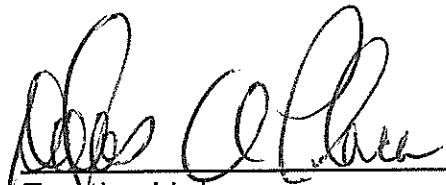
ARTICLE 39
TERMINATION CLAUSE

A. This Agreement shall be in full force and effect from May 18, 2018 until 11:59 p.m. on May 17, 2021 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ of _____, 2018

JNESO-District Council 1
IUOE/AFL-CIO

Kittanning Care Center



For the Union



For the Employer

7/12/18
Date

7-9-18
Date

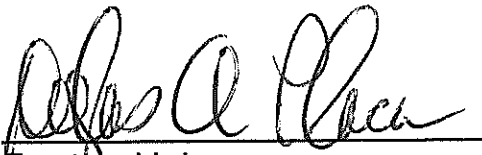
SIDE LETTER

The following employees will continue to hold their bidded shift positions

MARYANN DIMAIO
SHERRY JACK
ELAINE BAILEYS

JNESO-District Council 1
IUOE/AFL-CIO

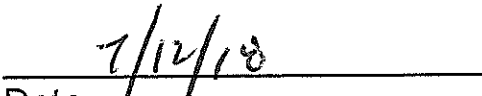
Kittanning Care Center



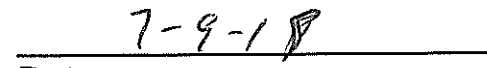
For the Union



For the Employer



Date



Date

SIDE LETTER

For Employees hired prior to May 14, 2018, The Employer and the Union agree to abide by the following for Overtime purposes;

A. In the event of an emergent situation, the Employer and the Union recognize the need for sufficient staffing. Therefore, the following will be used as a guideline in the event that mandatory over-time is required.

The employer will ask all Non-Union LPNS and RNS in the facility if they wish to be on a "call in" list. They have the right to refuse.

If there's a last minute call off discovered at or before the start of the shift that could not be planned for, the Employer will:

1. Request volunteers, any volunteer will receive One and One half (1 ½) their regular rate of pay for Four (4) hours of work and One and One Half (1 ½) their regular rate of pay for their next scheduled shift provided their next scheduled shift within Fifteen and One Half (15 ½) hours of the Four (4) hour overtime shift.

2. If no one in house volunteers to stay, the RN will then call out of house for volunteers.

3. In the event that no one answers the phone or agrees to come in and cover the shift, the Employer will then again seek volunteers from those employees working in house starting with the employee next on the mandatory overtime roster. If an Employee then picks up this shift from in house, s/he will receive Two (2) times their regular rate of pay for Four (4) hours of overtime and One and One half (1 ½) their regular rate of pay for their next scheduled shift provided their next scheduled shift is within Fifteen and One half (15 ½) hours of the overtime shift.


B. Overtime opportunities will be awarded to employees based on seniority.

C. If an employee volunteers to come into work on their day off, then that employee shall not be required to be subject to mandatory overtime.

D. If an employee volunteers to work four (4) continuous hours they shall not be subject to mandatory overtime and will be placed on the bottom of the rotation list.

JNESO-District Council 1
IUOE/AFL-CIO

Kittanning Care Center



For the Union



For the Employer

7/12/18
Date

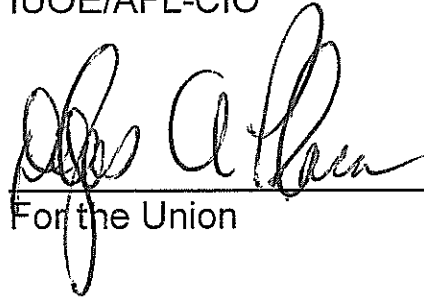
7-9-18
Date

SIDE LETTER

The Employer and the Union agree that Employees hired prior to 5/14/18 shall continue to receive the following:

Employees who are called or required to work overtime on the holidays designated herein shall be paid the overtime rate of pay for all overtime hours plus an additional straight time at the Employee's regular rate of pay as holiday pay for all hours worked on the holiday. (i.e. This shall be calculated at two and one half (2 ½) an Employee's regular rate of pay for all overtime hours worked on the designated holidays.)

JNESO-District Council 1
IUOE/AFL-CIO



For the Union

7/12/18
Date

Kittanning Care Center



For the Employer

7-9-18
Date