



**Agreement**

**Between**

**1420 SOUTH BLACK HORSE PIKE OPERATIONS  
LLC dba CEDAR GROVE NURSING AND  
RESPIRATORY CARE CENTER**

**AND**

**JNESO- DISTRICT COUNCIL 1, IUOE/AFL-CIO**

**JUNE 16, 2021 THROUGH JUNE 30, 2025**

## **TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
	AGREEMENT	1
	PREAMBLE	1
1	RECOGNITION	2
2	UNION MEMBERSHIP/ SECURITY	3
3	DUES DEDUCTION CHECKOFF	4
4	MANAGEMENT RIGHTS	5
5	RULES AND REGULATIONS	6
6	SEPARABILITY	7
7	EXISTING PRACTICES AND SCOPE OF AGREEMENT	7
8	NO STRIKE/NO LOCKOUT	8
9	UNION VISITATION, UNION ACTIVITY, SHOP STEWARDS & BULLETIN BOARDS	10
10	PERSONNEL FILES	13
11	PROBATIONARY PERIOD	13
12	EVALUATIONS	14
13	DISCIPLINE AND DISCHARGE	15
14	ORIENTATION	18
15	GRIEVANCE & ARBITRATION PROCEDURE	18
16	HEALTH AND SAFETY	21
17	NON-PROFESSION FUNCTIONS	22
18	WEEKEND PROGRAM	22
19	SCHEDULING & AVAILABLE	24
20	PROFESSIONAL PRACTICE/ STAFFING COMMITTEE	26
21	HOURS OF WORK	27

<b>ARTICLE</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
22	WAGES	34
23	LEAVE OF ABSENCE	37
24	PAID LEAVE	40
25	HOLIDAYS	41
26	PTO	44
27	TUITION REIMBURSEMENT EDUCATION ASSISTANCE	48
28	EDUCATION/IN-SERVICE	49
29	JOB VACANCIES/POSTING	51
30	SENIORITY	52
31	MEDICAL/LIFE INSURANCE AND 401K	54
32	EMPLOYEE STATUS	56
33	UNIFORMS	58
34	INCLEMENT WEATHER	59
35	DURATION SIDE LETTER	60 61

## **AGREEMENT**

This Agreement made and entered into this day of February 1, 2021 by and between 1420 South Black Horse Pike Operations LLC dba Cedar Grove Nursing and Respiratory Care Center, 1420 South Black Horse Pike, Williamstown, New Jersey 08094 (hereinafter referred to as the Employer) and JNESO, District Council 1, IUOE at 1225 Livingston Avenue, North Brunswick, New Jersey 08902 (hereinafter referred to as the Union).

## **PREAMBLE**

WHEREAS, the Employer recognizes the Union as the exclusive Collective Bargaining Representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is recognized that the efficient and orderly method of establishing and maintaining peaceful and harmonious labor relations and dealing with problems and controversies arising out of employment is through negotiations and agreement rather than through strikes and lockouts; and

WHEREAS, the contracting parties are desirous of maintaining and promoting the highest standards of service and labor unity and promoting the mutual interests of the residents of the Employer as well as of its Employees;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

## **ARTICLE 1 - RECOGNITION**

- A.** The Employer recognizes the Union as the exclusive and sole Collective Bargaining Representative, as determined by NLRB Case #4-RC-19849, for all full-time Employees, regular part-time and per diem Employees regularly scheduled more than sixteen (16) hours per week, in the following job classifications: Registered Nurses, Licensed Practical Nurses, excluding activities assistants, ward clerks, maintenance Employees, dietary Employees, certified nursing assistants, certified nursing assistant technicians, housekeeping Employees, medical records clerks, director of marketing, guards and supervisors as defined in the Act.
- B.** Where the word “Employee” is used in this Agreement, it shall be deemed to mean the Employees listed as being in the Bargaining Unit as specified in paragraph A above. The pronoun “he” or “she” is deemed to be inclusive of the other gender.
- C.** Temporary Employees as defined in Article 35 EMPLOYEE STATUS will be excluded from coverage under the terms of this Agreement.
- D.** Whenever the word “Local” is used in this Agreement, it shall be deemed to mean the Union at the local level. Whenever the word “Union” is used it shall be deemed to mean JNESO, District Council 1, IUOE/AFL-CIO.
- E.** The Employer will offer all available bargaining unit work to bargaining unit members in accordance with the provisions of this Agreement which are spelled out in the Scheduling and Available Time Article of this Agreement. Once

management has met its obligation to make such offers and there remains work that is available, management may utilize any supervisor or non-bargaining unit Employees, including Agency Employees, to perform such work. Such work opportunities will not be used to permanently replace bargaining unit positions. The Employer may use temporary Employees to do bargaining unit work notwithstanding this language, as temporary Employees are defined in Article 35.

## **ARTICLE 2 - UNION MEMBERSHIP/SECURITY**

- A.** All Bargaining Unit Employees, after signing of this Agreement, under Article 1, Section A, will become and remain members of the Union in good standing as a condition of employment. Failure of the Employees to join the Union within thirty-one (31) calendar days following the date of hire or the signing of this Agreement and to remain a member in good standing will result in the Union advising the Employer of same and the employee, after being given a reasonable opportunity to become a member in good standing, will be terminated.
- B.** For the purpose of this Article, an employee shall be considered a member of the Union in good standing if she tenders her periodic dues, uniformly required as a condition of employment.
- C.** The Union agrees that it will indemnify and hold the Employer harmless from any damages sustained by reason of any action taken under this Article.

### **ARTICLE 3 - DUES DEDUCTION CHECKOFF**

- A.** The Employer upon receipt of written authorization from the Employee shall deduct from the wages of said employee each pay period and remit to the Union office regular monthly dues as fixed by the Union, by the fifteenth (15<sup>th</sup>) of the following month.
- B.** The Employer will provide a list of all Employees in the Bargaining Unit with payroll runs for the month, which will include gross earnings and the amount of dues deducted for that time period.
- C.** A monthly list of newly hired Employees will be provided to the Union with a copy to the Local President by the fifteenth (15<sup>th</sup>) day of each month. Included in the list will be all terminated employees, employees who have resigned, bargaining employees on a leave of absence and employees who have transferred out of the bargaining unit.
- D.** The Union shall promptly notify the Employer, in writing, of any revocation of authorization for dues deduction received by it.
- E.** It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article; and the Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, actions or proceedings, or other forms of liability that may arise out of or by reason of action taken by the Employer in reliance upon this article or payroll deduction cards.

- F. The Employer shall not be obligated to make dues deductions of any kind from an employee in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions or for any one of the following reasons:
- (1) termination of employment;
  - (2) transfer to a job other than one that is covered by the bargaining unit;
  - (3) layoff from work;
  - (4) an agreed leave of absence; and
  - (5) revocation of check off authorization in accordance with applicable law.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- A. The management of the Center and the direction of its work force rest exclusively with the Employer. Except as specifically limited by the terms of this Agreement, the Employer retains the sole right to manage the Center and to make decisions affecting its operations, whether or not specifically mentioned in this article and whether or not heretofore exercised including but not limited to determining the work force staffing numbers for each department, unit and shift; to hire, discipline, and or discharge, for just cause; to lay off or promote; to determine or change starting or quitting times; the number of shifts, the times of shifts and the number of hours to be worked; to promulgate, communicate, modify, interpret and enforce reasonable work rules, policies and regulations on any matter which is not specifically spelled out in this Agreement to the contrary; to assign duties to the work force; to introduce new or improved methods, equipment or facilities; to sell or otherwise transfer all or part of the business, its assets, equipment, or operations



and to carry out ordinary and customary functions of management; to determine the standards of employment and to create, promulgate, enforce and from time to time modify, as it deems appropriate, an Employee Handbook, provided it is not inconsistent with the terms of this Agreement.

- B.** The foregoing statement of the rights of management and of the Employer's functions are not all inclusive, but indicate the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other management functions not specifically enumerated. Any of the rights, powers or authority the Employer had prior to the agreement between the parties are retained by the Employer and may be exercised without prior notice and consultation with the Union, except those specifically modified by this Agreement. Failure to exercise any of the functions, whether or not expressly stated herein, shall not constitute a waiver thereof.

#### **ARTICLE 5 - RULES AND REGULATIONS**

In accordance with the Management Rights Clause, the Employer has the right to create, utilize, enforce and rely on rules and regulations. The Employer will notify the Union at least two (2) weeks in advance of changing existing rules or creating new rules. The Employer will give the Union the opportunity to ask to discuss said rules before they are implemented. The Employer will consider any Union alternatives before implementing them. The Employer will provide the Union with a copy of such final rules upon request.

## **ARTICLE 6 – SEPARABILITY**

In the event that any provision of this Agreement is declared by any court of competent jurisdiction or any administrative agency having jurisdiction to be illegal, void and/or invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if that part declared illegal, void and/or invalid had never been incorporated in this Agreement and in such form the remainder of the Agreement shall continue to be binding upon both parties hereto.

## **ARTICLE 7 – EXISTING PRACTICES AND SCOPE OF AGREEMENT**

- A. The Union and the Employer acknowledge that during the negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all subject or matters not removed by law from the area of Collective Bargaining. The Union and the Employer have negotiated in good faith with respect to these subjects, and the understanding and agreements arrived at by and between the parties after the exercise of that right are set forth in this Agreement.
  
- B. The parties agree that for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to subject or matter, except as provided for by law, whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

- C. This Agreement is in lieu of all other Agreements, understandings or promises made with respect to wages, hours, rates of pay or other terms and conditions of employment (except as provided below in Section D), either oral or written, heretofore or now existing, and the Employer shall not be bound by anything not expressed in writing herein and may at any time discontinue any past practice not set forth in writing in this Agreement. No provision in this Agreement shall be modified, amended or altered except as mutually agreed to in writing by the parties.
- D. The Employer will continue to provide the following past practices which represent the only past practices recognized by the parties:
1. Free Parking Facilities.
  2. Employee Break Areas, employees may utilize designated break areas for breaks. Meal breaks are not to be taken in areas other than the service corridor lunchrooms
  3. Limited Locker Facilities.
  4. Outside smoking areas as designated by the Employer.
  5. Holiday Event and/or Food Gift Certificates.

#### **ARTICLE 8 - NO STRIKE/NO LOCKOUT**

- A. During the life of this Agreement or any extension thereof, the Union, on behalf of its officers, agents and members, agrees that it will not collectively, concertedly or individually cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, sick-out, boycott, whether they be of a primary or secondary

nature, or other activities which interfere with or interrupt the Employer's operations. The Employer agrees that there shall be no lockout during the life of this Agreement or any extension thereof.

- B.** The term strike shall include a failure to report to work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other Union.
- C.** The Employer shall have the right to discharge or discipline any or all Employees who engage in any conduct in violation of this article.
- D.** Any alleged violation of this Article shall be deemed to be an arbitrable dispute except as specifically provided for otherwise in the article. Therefore, the Employer shall be entitled to seek an injunction, pending the decision of the arbitrator, for any alleged violation of this article. However, it is further understood that any claim or suit to determine damages resulting from a violation of this Article shall not be subject to arbitration.
- E.** In addition to the above, should any activity described in the paragraph A above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall do everything in its power to prevent its members, officers, representatives and Employees, either individually or collectively, from engaging in the type of activities described above.

**ARTICLE 9 – UNION VISITATION, UNION ACTIVITY,  
SHOP STEWARDS AND BULLETIN BOARDS**

- A.** A representative of the Union, who is not also an employee of the Center, shall have reasonable access to the Employer for the purpose of administering this Agreement. Such reasonable access may include a telephone conference with a representative of the Employer or admission to the Center at reasonable times. The Union representative shall provide 24 hours' notice for access and call in advance to schedule a mutually convenient date and time for such visit. When he/she arrives for such a prescheduled visit, the Union representative must advise the Administrator or the person otherwise in charge of the Center at the time, of his/her presence in the Center, before engaging in any activity under this clause.
- B.** During such visits described in paragraph A. above, the Union representative shall not have access to any patient care or work area. Such visits shall in no way interfere with or be disruptive of the operations of the Employer. Any business conducted with Employees of the Center during said visits shall be on Employees non-work time in non-work/non-patient care areas and will not in any way interfere with the Employee's performance of his or her job. The privileges set out in this article will not be abused.
- C.** The Employer will be provided with a list of the names of the Union officers and stewards and their alternates. The Union will advise the Employer of any changes to that list. The Union may request names of changes in management.
- D.** An individual who is employed by the Center and designated by the Union will be provided with an opportunity on the day

shift to meet newly hired bargaining unit Employees, during orientation. They will be permitted to distribute the Collective Bargaining Agreement to the new Employees and provided a reasonable amount of time under the circumstances, not to exceed one-half (1/2) hour, to explain, review and answer questions about the Collective Bargaining Agreement. The Union representative will be paid their straight time rate by the Employer. The new Employees will be on work time, if they are otherwise scheduled to be at work at the time of such meetings.

- E. Employee who are required under this agreement to represent the local Union at meetings with management involving grievances, grievance procedures, discipline procedures or other meetings for the purpose of administering the Collective Bargaining Agreement, shall not suffer any loss in normal pay during the period of time they are in attendance at such meetings, provided the meetings were mutually agreed to between management and Union and/or the Local Officers, the employee is normally scheduled to work during that time and the employee does not receive pay for time they are in attendance at such meetings before they are scheduled to work or for overtime. The Employer will give up to three (3) paid days up to six (6) union representatives designated by the union to attend contract negotiations. The Local President will notify Management in writing of the names of those representatives attending the negotiations and number of hours to be utilized from said time pool. To the extent paid release time is exhausted, the Employer will not unreasonably deny time off requests by Union officers to attend Union meetings outside the center (e.g. Union conventions, leadership training ED day).

- F.** It shall be the duty of the shop stewards to receive complaints and dispose of them in the manner provided under and consistent with the terms of this agreement.
- G.** Shop Stewards shall perform their duties on their own non-work time and the non-work time of any employee involved, except as they may be permitted.
  - (1) to perform their duties during work time to the extent approved by the Employer, in advance; and
  - (2) to attend meetings mutually agreed to by the parties during the effected Employees' work time.

The Union will provide the Employer with a list of those Employees who will attend the meeting on behalf of the Union upon the request of the Employer.

- H.** The Employer shall provide a glass enclosed, lockable bulletin board (the keys to be given to the Local President), which shall be used for the purpose of posting Union notices. Copies of materials to be posted shall be provided to the Employer prior to posting. Union notices shall be limited to official Union business only. The Employer may deny the Union the right to post (or remove from the bulletin if already posted) any material which is inflammatory or offensive to the Employer, patients and visitors.
- I.** The Employer will provide the Union with a lockable filing cabinet for the Union's use. The keys will be given to the Union.

## **ARTICLE 10 – PERSONNEL FILES**

- A. Only Employees currently employed at Meadow View or a Steward/Officer with the employee's written permission may request to review their own personnel files. Such review must occur during the hours of 1:00 p.m. to 5:00 p.m., Monday through Friday, during the Employee's off-duty time, by appointment. Such review will be scheduled as soon after requested as reasonably possible under the circumstances, but not later than five (5) business days from the date the request is received by the Employer.
- B. The employee may have a copy of any document(s) contained in his/her own personnel file at a cost of copying determined by the Employer, but not to exceed twenty-five (\$.25) cents per page.
- C. All evaluations and notices of disciplinary action shall be reviewed with the employee, who will be provided with copies, and who shall sign or initial same, prior to placement in said Employee's personnel file. Such signing or initialing by the employee, shall not indicate an acceptance, admission or agreement of the statements contained in said material, but only knowledge of its existence. Employees may have written comments to evaluations and disciplinary notices contained in their personnel file added to their personnel file.

## **ARTICLE 11 – PROBATIONARY PERIOD**

- A. Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of commencement of work. Probation may be extended for an additional thirty (30) days at the Employer's discretion, with written notice to



the Local and a copy to the Union. Mutual agreement by the Union to extend the probationary period will not be unreasonably withheld.

- B.** Upon successful completion of the probationary period, an Employee's seniority will be retroactive to the Employee's last date of hire in a bargaining unit position.
- C.** During the Employee's probationary period, the Employer may discipline/discharge any such employee for any reason, which need not be stated by the Employer. Such discipline/discharge shall not be subject to the grievance/arbitration provisions of this Agreement.
- D.** Probationary Employees will be entitled to be covered under the terms of this Agreement except as to Discipline/Discharge/Grievances and any other provisions which specifically exclude Employees during their probationary period.

#### **ARTICLE 12 – EVALUATIONS**

- A.** The Employer shall have the right to institute a system of evaluation of individual Employees. Bargaining unit members shall not evaluate other bargaining unit members. The Union will be notified if evaluations are to be utilized or if the evaluations are modified by the Employer. The Union may request a copy of the current evaluation being utilized.
- B.** Employees may request a copy of their evaluation after it is reviewed.

- C. The employee shall sign or initial the evaluation not necessarily to indicate acceptance of the evaluation's validity, but to acknowledge the fact that the evaluation was shown/shared with him/her.
- D. The contents of evaluations are not subject to the arbitration procedure of the Collective Bargaining Agreement.

**ARTICLE 13 – DISCIPLINE & DISCHARGE**

- A. Disciplinary action shall include one of the following and the Employer may advance the level of discipline appropriate in accordance with standards of progressive discipline:
    - 1. Counseling
    - 2. Verbal Warning
    - 3. Written Warning
    - 4. UFinal Written Warning (which may include unpaid suspension)
    - 5. Discharge
- \* Unpaid suspension may also be used pending investigation where disciplinary action may occur.
- B. Disciplinary action may be imposed upon an employee for just cause. Any discipline action shall be imposed in a timely fashion.
  - C. If the Employer has just cause and reason to reprimand an employee, it shall be done in a manner that will not embarrass an employee before other Employees or the public.

- D.** No Employees shall be disciplined unless a Local Union Representative is present except:
1. In an emergency and no Union Representative is available (another employee may be asked to be present).
  2. The Employee waives representation in writing.
- E.** Copies of all written disciplinary actions will be furnished to the Employee and the Local Union Representative at the time the disciplinary action is signed. Any and all disciplinary actions, except counselings, must be reduced to writing and shall be signed by the Employer Representative, the Employee and the Local Union Representative. Signature by the Employee will indicate acknowledgement not necessarily agreement.
- F.** Disciplinary actions may be retained in the Employee's file indefinitely, but may not be utilized to support disciplinary actions after twelve (12) months from the date of the discipline, unless the reason for the discipline is the same infraction as the original discipline. In that case, the earlier disciplinary action can be introduced and considered.
- G.** The Employer will notify the Union in writing of any discharge or suspension, by email, fax, overnight delivery or certified mail within seven (7) working days from the date of the suspension or discharge. If the Union desires to contest a discharge or suspension, it shall give written notice, by email, fax, overnight delivery or certified mail to the Employer within seven (7) working days from receipt of the Employer's notice. Grievances regarding suspensions and/or discharges shall commence at Step 3 (Administrator's Level) of the Grievance procedure.

- H.** The time limits in this article may be extended by mutual agreement – in writing. Such agreement will not be unreasonably withheld.
- I.** Upon discharge for cause, the Employee is not entitled to receive any earned/accrued but unused benefits except for vacations unless the discipline is for misconduct which is deliberate, intended or subjects the employee to immediate discharge for its occurrence. Some but not all examples of such misconduct are:
1. Patient abuse (physical, verbal, mental)
  2. Dishonesty/theft from Center, resident or fellow Employees; immoral conduct.
  3. Fighting/Assault/Insubordination
  4. Willful destruction of equipment/property
  5. Drug/Alcohol violations
  6. Falsification of records, requisitions, passes, timecards, applications, etc.
  7. Sabotage or Vandalism
  8. Improper discussion or disclosure of confidential information
  9. Refusal to accept and perform work assignments
  10. Abusive conduct towards residents, relatives, and/or the general public.
- J.** Except for Employees in the job of social worker, the Union, its members and representatives, will not discuss with, interview, or take statements from residents relating to any discipline given or any investigation which might result in discipline to an employee.

## **ARTICLE 14 – ORIENTATION**

- A. The Employer will provide on an ongoing basis continuing education to cover the use of all new and specialized equipment prior to utilization wherever they may be used throughout the Center. This continuing education shall be under the responsibility of Staff Development. The Employer agrees to maintain an orientation packet for bargaining unit employees for the duration of the agreement.
- B. All newly hired Employees shall be given a copy of their job description.
- C. Except upon mutual agreement between the Employer and an employee, all precepting will be performed by a non-bargaining unit member. If there is a mutual agreement, bargaining unit members who function as preceptors (orients new or existing employees) will receive one dollar (\$1.00) for all hours worked as a preceptor.

## **ARTICLE 15 – GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Any complaint or dispute concerning the interpretation or application of a specific provision of this Agreement shall be resolved as follows:

**STEP ONE:** The issue/matter, within ten (10) days from the date of the incident or occurrence which gave rise to it, shall be submitted in writing by the Union/Local to the appropriate Department Head or designee. The Employer will respond to the appropriate steward in writing within ten (10) days. In the event that both the Union and the

Local are unaware of the event giving rise to the grievance at the time of its occurrence, the Union/Local may grieve beyond the (10) day limitation, but in no event more than fifteen (15) days beyond the event.

**STEP TWO:** If this issue/matter is not resolved during the first Step, then such issue/matter shall be presented in writing by the Union Shop Steward and served upon the Administrator or designee within ten (10) days from the Step One answer. The Administrator or designee shall give written answer to the Union no later than ten (10) days after the aforesaid Step Two grievance meeting.

**STEP THREE:** In the event the grievance is not satisfactorily settled at Step Two, then the Union/Local may submit the grievance to the Regional HR Manager or designee within ten (10) days from the date of the step two answer. The Employer shall respond to the grievance within ten (10) days following the presentation at this step in writing to the appropriate steward. The Union/Local may request that the grievance be the subject of a conference between a representative of the Union and the Regional HR Manager or designee.

**STEP FOUR:** If no agreement has been reached by the final step in the grievance procedure, then either party may submit the grievance to the American Arbitration Association pursuant to its rules, within fifteen (15) working days of the determination at Step Three. The Employer may submit a matter to arbitration within twenty (20) days of giving written notice to the Union. The failure of the Union or the Employer to submit an arbitrable dispute to arbitration within the time limited by this article shall be conclusively deemed to be a waiver of its rights

thereto and of the claim upon which it is based. That claim shall be forever barred. No more than one (1) grievance shall be submitted in any one arbitration except by mutual agreement of the Union and the Employer. The parties agree to conduct the arbitrations at a mutually agreed upon location.

- B.** The Arbitrator has no authority or power to add to, delete from, disregard or alter any of the written terms of the Agreement. The Arbitrator's power and authority shall be limited to the construction and interpretation of this Agreement as applied to the subject of the particular grievance. The award, within these guidelines, shall be final and binding upon the Employer, the Union and the Employees.
- C.** In the event an eligible grievance concerning the discharge of an Employee is submitted to arbitration, the Arbitrator shall have the authority to order or deny reinstatement of the Employee with or without back pay. In the event there is an award of any back pay, any earnings by the Employee and any unemployment compensation insurance collected by the employee during his period of unemployment shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims for back wages. Their failure to do so must be considered by the Arbitrator.
- D.** The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union. The expenses incidental to each party's witnesses and the preparation of their case shall be borne by the individual party.

- E.** Time shall be considered to be of the essence for the purpose of this Article. If a grievance is not timely filed under Step One of the grievance procedure, then it shall be considered to be waived. If the Union fails to timely move the grievance to the next procedural step, it shall be deemed to be settled with the disposition at the previous step. If the Employer fails to respond within the time limits provided, the grievance shall automatically move to the next step. The time limits set out in this Agreement may be extended by mutual agreement of the parties.
- F.** It is understood and agreed that all of the rights and privileges created by or implied from this Agreement shall be enforceable only by the Union and the Employer, and only in the manner established by this Article/Agreement or by law.
- G.** An arbitration contesting a discharge shall be submitted to the American Arbitration Association in accordance with its procedures. In discharge cases, either party may elect to skip the first two (2) steps and go directly to step (3) of the grievance process.
- H.** The Local Union President will be copied on all written grievance responses.
- I.** Failure of a resident to appear at an arbitration proceeding will not be considered relevant by the Arbitrator.

#### **ARTICLE 16 – HEALTH AND SAFETY**

- A.** The Center will take steps it determines to be reasonable to provide a reasonably safe environment for all Employees in



accordance with state and federal laws/guidelines. Employees are responsible for reporting unsafe situations.

- B.** Bargaining unit Employees may be invited to attend and/or to participate in Safety Committee meetings.
- C.** Infectious Disease will be handled in accordance with applicable CDC/OSHA guidelines.

### **ARTICLE 17 – NON-PROFESSIONAL FUNCTIONS**

In the interest of high-quality resident care, the parties recognize that it is generally in the Employees', parties', and residents' best interests to maximize the utilization of professional Employees in professional functions and to minimize their use in non-professional functions ordinarily performed by non-professional Employees. However, the parties recognize that there may be times when it is necessary for the safety and proper care of the residents that professional Employees perform duties of a non-professional nature. Professional Employees agree that they will perform those duties, in such circumstances, as may be assigned to them in the interest of providing resident care.

### **ARTICLE 18 – WEEKEND PROGRAM**

- A.** Weekend Program Employees will commit to work every weekend or every other weekend. For eight (8) hour employees, a weekend will constitute sixteen (16) hours. For twelve hour (12) employees, a weekend will constitute twenty-four (24) hours.
- B.** Such Weekend Program Employees earn no benefits except that they earn seniority and unpaid time off as provided in

the following sentence. All full-time Weekend Program Employees may utilize unpaid time off every six (6) months (after the 1<sup>st</sup> six (6) months and prior to the end of the next six (6) months) equal to one weekend of scheduled hours.

- C.** All weekend hours, as defined above, worked or paid shall be appropriate rate of pay on the prevailing scale in addition to any applicable shift differential.
- D.** Should the employee work additional non-weekend hours such hours shall be paid at the prevailing scale hourly rate of pay.
- E.** If Holidays fall during the Employee's regular weekend schedule, they shall be paid at time and one half (1 & ½) for all hours worked without any additional time off or back pay.
- F.** Employees who work what can be called Weekend Program Plus shall work their existing weekend program at their regular scale rate of pay and their additional non-weekend hours at the regular scale rate of pay, in addition to any applicable shift differential. They will continue to earn benefit time based on their total hours of regularly scheduled time worked (weekend/weekday combined). Also preserved are the applicable Health, and /or (401K) benefits.

Such "Weekend Program Plus" requires an employee to work every weekend plus working other time during the week so that the employee is regularly scheduled to work at least thirty-two (32) hours per week

## **ARTICLE 19 – SCHEDULING AND AVAILABLE TIME**

### **A. Schedules cover a unit or a department**

Schedules cover a two (2) week time period and are posted at least two (2) weeks prior to the start date of the schedule. Any time which is uncovered after fixed days for committed hours of the full-time and part-time Employees are accounted for becomes Available Time. All Available time is posted at the same time as the (2)two week schedule. Employees may sign up for any open time they are willing to work above their committed hours. Any and all signups will be done via the available time sign up slips, management will provide a time stamp to establish time of sign up. The Employer has the right to assign work first to qualified employees who have signed up who will receive regular straight time pay in the following order:

1. Full time up to 40 hours per week
  2. Part time up to 40 hours per week
  3. Per Diem up to 40 hours per week of available time
- with any conflicts being resolved by seniority within employment status.

If the work cannot be assigned to an employee at regular straight time pay, the work may be assigned to employees who have signed up in overtime status on a rotation basis. The Employer will establish a system for rotation pertaining to each schedule. The initial selection for each schedule will be made on the basis of seniority among those who have signed up, with any conflicts being resolved by seniority within employment status. In addition to any other contractual requirements, all requests for anticipated time off in a two week schedule must be received by the staffing coordinator prior to the posting of the schedule.

**B.** After the one (1) week posting, Management will indicate who has been scheduled. Any remaining available time will stay posted and employees will be permitted to sign up for the time. The Employer has the right to assign this work to qualified employees who have signed up, who will receive regular straight time pay. If the work cannot be assigned to an employee at regular straight time pay, the work will be assigned to employees who have signed up in overtime status on a rotating basis. The Employer will establish a system for rotation per each schedule with the initial selection for each schedule will be made on the basis of seniority among those who have signed up. After the two (2) week schedule has been posted and approved, the remaining available time shall be assigned no later than 7 days prior to the start of the shift.

**C.** The Employer will offer unanticipated time in the following order; (1) to any full-timer who has signed up for unanticipated time at straight time; (2) to any part-timer who has signed up for unanticipated time at straight time; (3) to any per diem who has signed up for unanticipated time at straight time. At that point, the Employer may offer the time to any unit employee at straight time or to any employee who is already at work or to any employee in an overtime status.

**D.** Once an employee has been assigned to a shift of “available time,” the Employer may cancel that need up to two hours prior to the start of the shift. Failure to do so will require that the employee be paid for two (2).

**ARTICLE 20 – PROFESSIONAL  
PRACTICE/STAFFING COMMITTEE**

- A.** The parties agree to the establishment of a Professional Practice/Staffing Committee.
- B.** The purpose of the committee is to establish a mechanism for constructive discussion on matters related to professional practice and staffing for the betterment of patient care.
- C.** The committee shall be composed of three (3) staff representatives. The President of the Union shall be a member of the committee. The Union may designate alternates; however, no more than three (3) representatives may attend any meetings. The Union shall provide Nursing Administration with a list of regular and alternate committee members.
- D.** Meetings will be held every other calendar month at a mutually convenient date and time. Committee members will be entitled to release time not in excess of two (2) hours (in accordance with Article 9E) to attend each meeting. There shall be a total of six (6) committee meetings per year.
- E.** Management will designate at least three (3) representatives to attend each committee meeting, which will include the Administrator and/or the Director of Nursing.
- F.** A written agenda will be submitted by the union ten (10) calendar days prior to the meeting and may be added to by the Administrator and/or Director of Nursing.
- G.** Minutes of the meeting will be kept by the employer and will be reduced to writing. Minutes from the previous meeting

will be furnished to the Union President before the commencement of the next meeting.

## **ARTICLE 21 – HOURS OF WORK**

### **I. WORK SCHEDULES**

- A. All subsequent new positions, transfers and schedule changes, as determined by management, will be offered to Employees as provided for in the Job Posting Article.

The normal workday for all Employees shall consist of eight (8) hours or twelve (12) hours as determined by management at the time of hire or transfer unless otherwise defined in this Agreement. Both full-time and part-time Employees who work eight (8), or twelve (12) hours get an unpaid one half (1/2) hour lunch or supper.

In addition, there will be two (2) fifteen (15) minute breaks (paid) per shifts.

Unpaid meal breaks must be taken off the assigned unit. Employee may leave the building during meal breaks, but must sign out and back in. All Employees must swipe out and swipe back in for meal breaks. Paid shift breaks must be taken in the Center's break rooms or designated smoking areas.

- B. The work week shall run from the beginning of the 1<sup>st</sup> shift on Monday to the beginning of the 1<sup>st</sup> shift on the following Monday. .

C. Employees can be assigned to work in the vent unit, the sub acute unit or the long-term care unit, as they are needed for proper staffing/patient care. Generally, however, Employees will be initially assigned to the vent/sub acute area or the long-term care area. Employees working in vent/sub acute shall regularly rotate between the two. Long-term care Employees will be regularly assigned/rotated through the long-term care units.

- The Employer reserves the right to transfer an employee to whatever unit it determines is necessary to provide appropriate patient care on either a temporary or permanent basis, subject to the Overtime provisions of Article 21. On a quarterly basis, each bargaining unit employee will receive an orientation checklist. Any employee desiring orientation will return the checklist to the nursing office with a notation explaining their need. Such orientation shall be scheduled within thirty (30) days from the time the checklist is returned. If the form is not returned to the nursing office, it will be understood that no orientation is needed.

D. Except in emergency situations, when an employee calls off work, the supervisor who is informed will not wait until the start of the shift to attempt to find a replacement, if a replacement is warranted.

## **II. SHIFTS**

The parties recognize that the Employer's operation requires coverage on a twenty-four (24) hour a day, seven (7) day per week basis. Workweek hours shall be established by management at the time a position is posted or filled.

The shifts have starting times as follows:

In Nursing and Respiratory Departments

Days	Evenings	Nights
6:45AM-7:30AM (12hours)	2:45PM-3:30PM	6:45PM-7:30PM
	10:45PM-11:30PM (8hours)	

Other Departments start between: 8:00AM – 10:00AM  
Ending between: 4:00PM – 6:00PM

All Employees are hired for specific shifts and such shifts will be maintained for the life of the Contract unless mutual agreement is made to modify.

However, the Employer may change work schedules on either a temporary or permanent basis. In the event of a need for a permanent change the Employer will first ask for volunteers among qualified Employees. If no qualified employee volunteers, the Employer may require the least senior qualified Employees to change shift and schedule. The Employer will provide as much notice as reasonably possible but at least thirty (30) days in advance. All Employees subject to this change in schedule will be so informed at time of hire and such will be placed in writing and maintained in the Employee's personnel file. With respect to employees not previously notified of such possible change in schedule the Employer has two weeks following execution of this Collective Bargaining Agreement to "cure" such failure to notify by providing the required notice.



### **III. SHIFT DIFFERENTIAL**

- A. All Employees who work four (4) or more hours between 2:45 pm and 7:00 am shall be paid one dollar \$1.00 per hour for all hours actually worked. Twelve (12) hour shift Employees will be paid differential rate for all hours actually worked after 2:45 pm.
- B. For all Employees hired on or after April 1, 2016, except those identified in Addendum C, there shall be no pyramiding of shift differential, including when Weekend Work and/or Weekend Program (including Plus) is involved.

### **IV. WEEKEND WORK**

- A. Employees or newly posted positions may be required to work weekends if there is a need for such work but in no event shall their commitment exceed:
  - a. Full-time 8-hour Employees: every other weekend
  - b. Full-time 12-hour Employees: every third weekend
  - c. Part-time may be required to work a pro rata share of weekends as outlined.
- B. Management may also offer a position(s) with no weekend commitment or a weekend program position(s) provided they are offered in accordance with the Job Posting Article of this Agreement. Management may also hire an employee with the understanding that a weekend commitment of work may be added at a later date by the Employer if it deems it necessary (although the employee is not required to work it at the beginning of their employment). The employee will sign a form and the Employer will maintain it in its official files which explicitly set out the Employees

work schedule obligation which shall include potential weekend obligation as outlined above. Part-time Employees may be required to work a prorated share of weekends as outlined above, if needed. If the Employer exercises its right to require an employee who was hired with the understanding that a weekend obligation could be made part of their regular work schedules it shall select among qualified Employees in inverse order of seniority (provided no one volunteers to change schedules to fill the weekend need).

- C. The Weekend runs from 7:00am Saturday until 7:00am Monday.
- D. Employees who are scheduled to work weekends and who call out from work may be subject to discipline if the Employer finds the Employee has engaged in a pattern of abuse of absenteeism

## **V. OVERTIME**

- A. Employees shall be paid time and one half their regular rate of pay for all hours actually worked in excess of forty (40) hours in a work week.
- B. There shall be no pyramiding of overtime.
- C. Overtime shall be considered voluntary except as provided in paragraph E below. Paragraphs D and E apply in the event the Employer wants to mandate overtime.

- D.** Anticipated overtime or overtime which is known of in advance is work time that needs to be filled and the Employer has known of at least twelve (12) hours in advance. If the Employer offers this work to qualified bargaining unit members by posting it on the bulletin boards for volunteers to sign up, and/or uses a volunteer sign-up list of Employees looking for overtime during a particular period of time and indicated so, in advance, and no qualified employee volunteers for it, then the Employer may fill the available work with individuals from outside of the bargaining unit, this is not to be used to decrease BU/FTE(s).
- E.** In the event of unknown or anticipated coverage needs and the Employer becomes aware of these needs less than twelve (12) hours in advance, the Employer will seek volunteers among qualified Employees already working or through prior obtained volunteer sheets where Employees said they would work on short notice at various predetermined times. If no qualified volunteers are available to work, then the Employer may seek non-bargaining unit Employees to work the hours necessary to meet such coverage needs then it may require/mandate employees to work the hours necessary to meet such coverage needs. Agency personnel shall be considered anticipated needs; bargaining unit employees will not be mandated to cover agency personnel.
- F.** Mandated overtime under E. above shall be with the following provisions:
1. Employees will be mandated to work within needed classifications in inverse order of seniority. Placement on the seniority list for this purpose shall

be rotated so that the individual who is mandated to work the overtime goes to the bottom of the list unless he/she specifically requests to remain at the top of the list for mandated overtime.

2. Qualifications will be defined such that the Employees working in the sub-acute vent units can be mandated to work overtime in the sub-acute vent units. Employees working in long-term care units can be mandated to work overtime in any of the long-term care units. Employees may volunteer to work on any unit provided the Employer determines that the employee is qualified to work in the unit in which he/she is volunteering. Employees may be required to work in any unit in the event of a disaster, catastrophic emergency or an Act of God.
3. No employee may be mandated to work for longer than a total of regular and overtime work of sixteen (16) hours in a day.
4. The Employer will not mandate overtime on an individual who has already volunteered to work a shift. Per Diem Employees who have made themselves available to work are not deemed to have volunteered. Employees who are mandated shall not be required to the following day.

**ARTICLE 22 – WAGES**

**I. HIRE IN RATES**

Employees shall be hired in, based on documented experience provided by the employee with their employment application. Any changes/corrections to an employee’s documented experience must be raised to the Employer within thirty (30) days of the date of hire. Any agreed upon changes/corrections made to the documented experience of the employee shall be without retroactive liability to the Employer. The scales set forth below are for the purpose of hiring only.

**RNs**

	<b>Current</b>
New	\$27.50
1 year	\$27.80
2 year	\$28.10
3 year	\$28.41
4 year	\$28.96
5 year	\$29.52
10+ years	\$33.15

**LPNs**

	<b>Current</b>
New	\$25.00
1 year	\$25.30
2 year	\$25.60
3 year	\$25.90
4 year	\$26.20
5 year	\$26.50
10+ years	\$28.00

## **Social Workers**

	<b>Current</b>
New	\$22.00
1 year to 5 years	\$23.38
Over 5 years to 10 years	\$24.75
Over 10 years	\$25.30

## **Per Diems**

### **RNs**

	<b>Current</b>
New	\$30.25
1 year	\$30.58
2 year	\$30.91
3 year	\$31.25
4 year	\$31.86
5 year	\$32.47
10+ years	\$36.47

### **LPNs**

	<b>Current</b>
New	\$27.50
1 year	\$27.83
2 year	\$28.16
3 year	\$28.49
4 year	\$28.82
5 year	\$29.15
10+ years	\$30.80

## **Social Workers**

	<b>Current</b>
New	\$22.00
1 year to 5 years	\$23.38
Over 5 years to 10 years	\$24.75
Over 10 years	\$25.30

## **II. Wages**

Effective upon ratification all employees (excluding per diems) shall receive a ratification bonus of \$300 for full-time employees and \$150 for part-time employees in the first full pay period.

Effective October 1, 2021 all employees (excluding per diems) shall receive an increase of \$.30 cents added their base rate in the first full pay period.

Effective October 1, 2022 all employees (excluding per diems) shall receive an increase of \$.35 cents added to their base rate in the first full pay period.

Effective October 1, 2023 all employees (excluding per diems) shall receive an increase of \$.40 cents added to their base rate in the first full pay period.

Effective October 1, 2024 all employees (excluding per diems) shall receive an increase of \$.40 cents added to their base rate in the first full pay period.

### **III. No Frills/Partial Frills**

- a. If an Employee who is eligible for paid time off as set forth elsewhere in this Agreement elects to decline all paid time off benefits, the Employee will receive an additional one dollar (\$1.00) per hour.
- b. If an Employee who is eligible to participate in the Employer's Health Insurance Program has alternative insurance, and elects not to participate in the Employer's Health Insurance Program, the Employee will receive an additional one-dollar (\$1.00) per hour.
- c. **Employees may make an election one time per year.**

### **ARTICLE 23 -LEAVE OF ABSENCE**

#### **A. Leaves Covered Under Federal Or State Family Leave Laws.**

1. The parties agree to comply with the State and Federal FMLA provisions contained in the employee handbook.

#### **B. Personal Leaves**

1. A leave of absence without pay for up to ninety days may be granted to any employee in thirty (30) day increments, after he/she has completed (1) year of continuous employment. It shall be within the sole discretion of the Employer as to whether or not to grant such request. Such decision shall not be subject to the grievance/arbitration provisions of this agreement.



2. An employee requesting such leave must make such requests in writing at least thirty days (30) days in advance, except in an emergency. The employee must state in his/her written request the dates of the leave and the reasons for such leave. The request must contain the signature of the employee.
3. The employee shall notify the Employer seven (7) days prior to the end of the leave that they will be ready to return to work at the end of the leave. An employee may request to return earlier than the end of the leave by placing such request in writing to the Employer. The Employer reserves the right to require the employee return to work on the date originally granted.
4. A leave of absence under this paragraph B will not be granted in order to allow an employee to work for another Employer. If a leave is granted for other reasons and the employee works for another Employer during his/her leave, he/she may be immediately disciplined and/or terminated by the Employer. Such termination shall be subject to the grievance and arbitration provisions of the Agreement solely to the extent of whether the employee was actually working at another job. In the event that the matter goes to arbitration, the authority of the Arbitrator is limited solely to the question of outside employment during the Employee's leave of absence. If the Arbitrator finds that the employee did actually work at another job, for whatever length of time, during his/her leave, he/she must uphold the termination or other discipline imposed by the Employer.
5. Employees returning from a leave of absence under paragraph B, which is for medical reasons, will be required to provide a physician's statement certifying that he/she is

physically able and ready to return to work and is capable of performing the essential duties of his/her position. The Employer shall have the right to require the employee to have an additional medical exam, at the Employer's expense, before returning to work. Failure to comply with this request shall be deemed to be a termination.

6. Failure to give the required notices or return to work at the end of a leave of absence will be deemed a voluntary termination of employment.
7. An employee on authorized leave shall not be entitled to receive any benefits during the period of his/her leave. Seniority and benefits will not be earned during the period of leave, except health insurance which shall be continued for up to thirty (30) days with the Employee's normal contributions, except if the employee has already received an extension under Article 23, A-4
8. An employee will be subject to immediate dismissal for falsifying any reasons given to the Employer for a leave of absence.
9. The Employer will attempt to return the employee to his/her same position/rate of pay as before the leave. However, if the position is not available, the Employer will offer employment to a comparable position if it is available at the time, at the rate of pay for that position or the next comparable position that becomes available.
10. This personal leave under section B does not run concurrently with FMLA or FLA leaves.

## **ARTICLE 24 – PAID LEAVE**

### **BEREAVEMENT LEAVE**

- A.** Full-time and part-time Employees who receive paid time off benefits, who have completed their probationary period, in the event of a death in the Employees immediate family, will be eligible to receive absence from work with pay for twenty-four (24) hours to be taken on consecutive work days.
- B.** Immediate family shall be defined to mean mother, father, husband, wife, brother, sister, children, grandparents, grandchildren, stepchildren and stepparents, civil union partner, or any person who resides in the employees domicile.
- C.** Time off with pay for one (1) workday up to twelve (12) hours will be granted where there is a death of an aunt, uncle, nephew or niece, mother-in-law, father-in-law, brother-in-law, sister-in-law and cousin. Employees may supplement additional time off provided through the use of available PTO. Such PTO taken for bereavement shall not constitute an unscheduled or unexcused absence.
- D.** Proof of death and/or relationship to the deceased, may be requested by the Employer before payment is made.

### **JURY DUTY**

- A.** All who are called to serve as jurors will receive full cooperation from the Employer in performing their duties. Employees who are called to serve as jurors shall receive their regular pay, less their pay as juror, for each workday while on jury duty for a maximum of two (2) work days in a calendar

year. An employee on jury duty is expected to report to work when he/she is not actively serving as a juror, provided they have been excused by the Judge or other duly authorized court official. When an employee receives a subpoena for jury duty, he/she must present it to his/her supervisor immediately. All Employees will be granted unpaid leave for jury duty

## **ARTICLE 25 – HOLIDAYS**

- A1.** Employees hired before takeover of operations shall be entitled to the following paid holidays:

Winter:

Thanksgiving Day  
Christmas Day  
New Year's Day

Summer:

Memorial Day  
Independence Day  
Labor Day

- A2.** Employees hired after takeover of operations shall be entitled to paid holidays phased in as follows:

1<sup>st</sup> year, after successful completion of probation – 4  
2<sup>nd</sup> year – 5  
3<sup>rd</sup> year and thereafter – 6

For first year employees, after successful completion of probation, the four paid holidays shall be:

Thanksgiving Day  
Christmas Day  
New Year's Day  
Independence Day

For second year employees, Memorial Day shall be added.

For third year employees, Labor Day shall be added.

- B.** Employees will be paid an eight (8) hour day (for 8 hour employees); 12 hours (for 12 hour employees) for a holiday off or if worked (except for Birthday Holiday) eight (8) hours at time and one half plus an eight (8) hour day off or eight (8) hours pay at the Employee's option, which must be paid or taken off within ninety 90 days of the holiday. It is understood that the eight (8) hour day off and/or hour pay reference is specific to eight (8) hour employees, twelve (12) hour employees will receive benefits referenced herein twelve (12) hour equivalents. Employees can attempt to self schedule holidays per eight (8) hour shifts based on seniority. If a shift remains uncovered management may revert to assigning employees to regularly scheduled hours for the shifts (regular 8 to 8 and 12-12 not 8-12). Regardless of the preceding, Christmas and New Year's are worked in eight (8) hour shifts.
- C.** A holiday is defined as beginning at 7:00 am on the day of the holiday and concluding at 7:00 am on the following day.
- D.** If a holiday falls within a vacation period an employee may, with the consent of the Employer, take an additional day of paid vacation before or after their scheduled vacation,

otherwise they will be paid for the holiday. The Employer will make such a determination prior to the start of the vacation. Holidays falling within a period of paid absence, will entitle the employee to holiday pay for such holidays

- E.** In order to qualify for holiday pay, an employee must work the scheduled work day before the holiday (if required) and the scheduled work day after the holiday.
- F.** Full-time employees may be required to work three (3) holidays per year. Part-time employees may be required to work two (2) holidays per year. Per Diem employees must make themselves available work one (1) winter and one (1) summer holiday per year. Full-time employees may choose to work either the Christmas or New Year's holiday based on seniority, and will be required to work two (2) winter holidays and one (1) summer holiday or one (1) winter holiday and two (2) summer holidays.
- G.** Seniority shall govern the election of holiday time off except for Christmas and New Year's which is covered under paragraph I below. Employees may trade holidays with another employee, provided their unit assignments and job classifications are the same and with prior approval of the Employer. Such a trade of holiday(s) shall count as the employee's originally scheduled as having worked as scheduled, but shall not count as the volunteer replacement working on that day.
- H.** Employees must work either Christmas or New Year's. Each employee will rotate, working Christmas every other year and New Year's every other year. New hires will be assigned to work either Christmas or New Year's in their first year of employment and will rotate thereafter; working

Christmas every other year and New Year's every other year. Twelve (12) hour employees will also express their shift preference each year, provided the employee must select from an available shift which includes at least a (4) four hour overlap with their regular (12) twelve hour shift. This shift preference will be determined by seniority each year. The Employer will post the Christmas/New Year's schedule on or before November 15th.

**ARTICLE 26 PTO**

**A1.** Eligible employees, upon ratification, will begin to accrue hourly PTO based on actual hours worked to a maximum number of hours as follows:

<u>Years of Service</u>	<u>Maximum Number of Annual Allowable PTO Hours</u>
0-5 Years of Service	15 days (120 hours)
6-9 Years of Service	21 days (168 hours)
10-14 Years of Service	24 days (192 hours)
15-19 Years of Service	26 days (208 hours)
20+ Years of Service	28 days (224 hours)

Part-time Employees who are regularly scheduled to work at least sixteen (16) hours per week will accrue PTO time based on hours worked.

	2 Weeks	3 Weeks	4 Weeks
32 Hour Employee (1664/yr)	2.46	3.69	4.92
36 Hour Employee (1872/yr)	2.77	4.15	5.54
40 Hour Employee (2080/yr)	3.08	4.62	6.15

Hours are accrued per payroll (26/year) based on hours worked and compiled monthly. The above formula cannot exceed the weekly annual vacation entitlement. Part-time employees who are regularly scheduled to work at least sixteen (16) hours per week accrue vacation hours based on actual hours worked (not to exceed eighty (80) hours' pay) based on a (40) forty hour per week schedule and the weekly amount (2wk, 3wk, and 4wk) appropriate for their date of hire seniority

- B1. Prime-Time.** PTO "Prime-Time" is defined as May 15 to September 15 of each year. All requests for time off during the prime-time season shall be submitted January 1 through February 28 each year. Prime-time requests, submitted by February 28 will be granted with Seniority being the determining factor, subject to paragraph C below. Employees, who do not submit their request by the prime-time end date of February 28, may submit in writing, their request for prime-time PTO consideration. These requests shall be handled on a first-come, first serve basis and the Employer shall respond in writing no later than 14 days after the request was submitted. However, Employees requesting single or multiple days (less than a week) shall not be unreasonably denied the time off.
- B2. Non-Prime-Time.** All other PTO time requests (except during any blackout periods) will be submitted no sooner than six (6) months prior to but no later than one (1) day before the posting of the schedule in which the PTO would fall and shall be handled on a first come, first serve basis. The employer will decide on non-prime-time PTO requests within fourteen (14) calendar days. The Employer's decision will be available from the nursing scheduler or when she



leaves, from the receptionist no later than 14 days from the date of the request.

**B3.** Requests must be made in writing and submitted to the Employee's department head.

**1.** All requests for PTO will be granted, provided the request is made in a timely and proper manner and is consistent with the needs of the Center. The requests shall not be unreasonably denied.

**C2. Nursing:**

**Weekday.** No more than two (2) nursing Employees (RNs and LPNs) will be permitted to take PTO at the same time from the same shift.

**Weekend Program.** No more than one (1) nursing Employee (RN and LPN) will be permitted to take PTO at the same time from the same shift.

For purposes of this paragraph, weekday twelve (12) hour nursing staff is considered to fall on the following shifts: 7:00 a.m. – 7:00 p.m. will be considered day shift (7:00 a.m. – 3:00 p.m.) and 7:00 p.m. – 7:00 a.m. will be considered night shift (11:00 p.m. – 7:00 a.m.). Evening shift is considered 3:00 p.m. – 11:00 p.m.

**C3. Non-Nursing:**

No more than one (1) non-nursing Employee will be permitted to take PTO at the same time from the same shift and job classification.

**C4. Single Day Requests:**

Requests for single PTO days during weeks in which all PTO slots have been allocated shall be granted provided the Center can cover required resident care needs.

- C5.** December 23, through January 2, may be a blackout period in the sole discretion of the Employer. PTO requests for that period will be governed by the procedure set forth in B2 above. Notwithstanding the foregoing, the elimination of the blackout period does not relieve an employee from working their scheduled Christmas or New Year's holiday. The Employer reserves the right to implement the December 23 – January 2 blackout period if it reasonably determines that such blackout is necessary. If the Employer determines that it will allow PTO during this time period it will post notice of same as early as practicable.
- C6.** Notwithstanding C2 and C3 above, the Employer will allow regular full-time employees at least two (2) weeks of their accrued **PTO** time, should said employee so desire, between May 15 – September 15 each calendar year.
- D.** Employees may not use less than one full day of PTO except with the advance permission of the Administrator.
- E.** **PTO** time is earned each pay period based upon all hours worked up to 40 hours. Employees who properly resign in writing with two (2) weeks' written notice and who work out their entire notice period or who are terminated without cause shall receive payment for sixty-five (65) percent of their unused accrued PTO hours.

- F. **PTO** time is not earned when an employee is on personal leave, military leave, or when the employee is otherwise absent without pay.
- G. **PTO** will be computed on-the basis of an Employee's regular hourly base rate of pay.
- H. **PTO** pay will be paid to the employee prior to **PTO** leave if so requested by the employee at least two (2) weeks in advance. Request must be made in writing and submitted to the requesting Employee's department head.
- I. Employees may cash in unused accrued PTO hours at any time at fifty (50) percent of its value (minimum of 20 hours). The request must be made in writing thirty (30) days prior to receipt of a check. Employees may also carry over 50% of their unused accrued hours, with a cap based on the employees' Maximum Number of Annual Allowable PTO hours. Once an employee reaches the cap, no additional PTO Hours shall accrue.

**ARTICLE 27 – TUITION  
REIMBURSEMENT/EDUCATION ASSISTANCE**

- A. Education assistance will be provided for approved job-related courses or certification programs and courses required for a job-related degree, for full-time Employees after completion of five (5) year of service with the new Employer. Part-time Employees will be entitled to a pro-rata benefit. Reimbursement will be provided for tuition expense only. Assistance will also be provided for required CEUs/review courses up to a maximum of \$75.00 per year.

- B. Applications for education assistance shall be submitted to the Human Resources Department and must have the approval of the Employer, which approval will not be unreasonably denied, before a course or program is taken.
- C. The maximum education assistance amount available to an employee shall be \$1,000 per year (including \$75 per year for required CEUs/review courses). There is a maximum limit of three persons per year for education assistance.

Education assistance payments under this section will be paid by the Employer within 90 days for an approved course or program at the completion of the course so long as the employee provides evidence of a passing grade of “C” or better for a passing grade if the course is pass/fail and the employee is then actively employed by the Center. In the event the employee leaves the employment of the Center within one (1) year of the completion of the course or program, the Employer will have the right to recoup any Education assistance amounts paid.

The Center may offer to provide CEUs. In any year in which the Center offers CEU prior to May, tuition reimbursement may not be used for CEUs.

#### **ARTICLE 28 – EDUCATION/INSERVICE**

- A. Members of the bargaining unit will be eligible to request to attend training/education programs offered/sponsored by Meadow View or its parent Company which are offered outside the building. Relevance of the training program to the Employee’s position, availability of the program, numbers of Employee’s to attend, dates of attendance, staffing needs, etc., shall be determined by the Employer. If

an employee is selected to attend, he/she will receive his/her regular pay for the day and will be reimbursed for mileage/travel costs.

- B.** The Employer commits to offering/providing a minimum of twelve (12) hours in-service education programs each calendar year, which will not be exclusively videos or self-study packets. The Employer may offer programs on Employee's own work shift or it may require Employees to attend programs being offered on another shift (or another day if the employee is otherwise scheduled to be off or misses scheduled work). Programs may also be offered on weekends but Employees not working weekends may only be required to attend where the employee missed the program offered during the week. Employees will be paid for attending mandatory in-service programs offered on the Employee's shift or day off.
- C.** A posting of the schedules of in-service education programs will be made at least one (1) week prior to the day such program is held. Employee will be required to meet the twelve (12) hours minimal requirement for in-service training. Employees who fail to do so may be subject to discipline and/or required to make up missed programs. The Employer shall determine in-service program content and format.
- D.** Nothing in this article shall affect the practice whereby Employees are from time to time requested by the Employer to take certain courses on the Employer's time and expense.
- E.** Employees are required to satisfy applicable state requirement for in-service education programs annually.

## **ARTICLE 29 – JOB VACANCIES/POSTING**

- A.** All vacant positions within the bargaining unit will be posted on the Employer’s Bulletin Board for a minimum of ten (10) days or until filled, including weekends and holidays. All such posted positions with date of posting will be sent to the President of the Union at the time of the posting.
- B.** All persons who believe they are qualified, and who are interested in the opening, are encouraged to contact the DON/Department Head, and complete a request for transfer form.
- C.** The Employer may post an open position in the Center and advertise or seek Employees from other outside sources for the same position simultaneously with posting.
- D.** Presently employed qualified individuals will be given first preference for all vacancies, available shift changes, available unit transfers and newly created positions.
- E.** If the Employer determines to fill a posted position from among qualified unit Employees who have bid for the open position, then the Employer will select the most qualified bidding employee based on their most recent evaluation. If the Employer determines that the bidding Employees are relatively equally qualified then seniority will be the determining factor, except in cases of shift transfers where seniority alone shall be the determining factor.

## **ARTICLE 30 – SENIORITY**

- A.** Seniority is defined as the length of time an employee has been continuously employed in a bargaining unit position. An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Seniority will be bridged for employees who voluntarily leave the facility and are rehired within six (6) months.
- B.** Seniority shall be utilized in determining benefits and salary placement. Seniority shall be utilized when choosing among employees for order of priority in selecting benefits or in a layoff situation.
- C.** Seniority already earned will be retained during an authorized leave of absence. An Employee's seniority shall be lost when the employee:
1. Terminates voluntarily;
  2. Is discharged for just cause;
  3. Violates, exceeds or fails to promptly return to work at the end of an approved leave of absence, including an FMLA Leave of Absence.
  4. Is laid off for a period of six (6) months;
  5. Fails to return to work within four (4) calendar days after recall by certified mail, return receipt requested, to the Employee's last known address.
  6. Fails to apply for re-employment within the statutory period after separation from military service;
  7. Is promoted or transfers permanently to a position outside of the bargaining unit.

- D. The Employer shall furnish the Union with a seniority list each quarter
  
- E. Recognizing that the Employer has the right to establish the number of employees working on each shift, unit and classification, the Employer also has the right to modify these numbers and in doing so may lay off employees by classification, unit and/or shift. A layoff shall be defined as a permanent reduction in force and/or a reduction in force of unlimited duration. In the event of a layoff, probationary employees shall be laid off first without regard to their individual period of employment. Non-probationary Employees shall be laid off, according to seniority, provided the remaining Employees are qualified to perform the remaining work.

At the time the Union is notified of the layoff, any available positions shall be shared with the Union. Available positions will be made available to qualified employees who are affected by the layoff. Any employee laid off or affected by the layoff may select a vacant position, based on seniority.

Any employee affected by the layoff may elect to be laid off rather than accept an open position or bump another employee. If the employee is not offered the opportunity to accept an open position pursuant to the paragraph above, the employee may bump a less senior employee in his/her immediate title, in a position for which he/she qualifies in the bargaining unit. If an employee opts not to exercise his/her rights under this section, the employee may opt to be placed on the recall list.

Regular Part-time employees may not bump regular Full-time employees, however, they may bump other regular Part-time



staff at the equivalent or less hours. Regular Full-time staff may, however, bump Part-time staff if there are no Full-time opportunities available.

Application: Bargaining Unit seniority shall apply in the computation of determination for eligibility for all benefits where length of service is a factor pursuant to this Agreement. In the event two (2) employees have the same seniority date, their respective seniority shall be determined by alphabetical order of their last names.

All conflicts shall be resolved on the basis of seniority (i.e., layoffs, call back, promotions/job opportunities, etc.)

Prior to any layoff, the Employer will give the Union as much advance notice as possible. With the notice of layoff the Employer shall provide and discuss with the Union the reason for the layoff including economic considerations.

- F. Whenever a vacancy occurs in the bargaining unit job classification, bargaining unit employees shall be recalled in accordance with seniority in the reverse order in which they were laid off provided they are qualified and agree to perform the available work. If an employee rejects the return to work they will be bypassed on the recall list but will maintain their place for future offers of return to work for the remainder of the recall time period.

### **ARTICLE 31 – MEDICAL/LIFE INSURANCE & 401K**

- A1. The Employer will provide bargaining unit employees with the Medical/Dental/Vision/Life Insurance programs being offered to non-bargaining unit employees (which includes management) at Cedar Grove on the same terms and

conditions subject to any changes made to non-bargaining unit employees. Upon ratification and for the remainder of 2021, Employees will pay ninety (90) percent of the health insurance premiums paid by non-bargaining unit employees. Thereafter, for individual coverage, the employer will pay seventy (70) percent of the premium for health insurance and the employee will pay thirty (30) percent. Premiums for Dependent coverages shall be split 50/50. The Employer must give JNESO 30 days' notice of any changes to the plans.

**A.2** The first five (\$5.00) dollars of any premium increase shall be paid by the Employee. Thereafter, premium increases shall be split 70/30 for individual coverage and 50/50 for dependent coverages. If the overall annual premium increases more than 17.5%, the parties shall meet to discuss the increases.

**B. Dental (optional)**

The Employer will offer bargaining unit employees dental insurance on the same terms and conditions as non-bargaining unit employees

Changes to the rates will be consistent with rate modifications for non-bargaining unit employees.

**C. Vision (optional)**

The Employer will offer bargaining unit employees vision coverage on the same terms and conditions as non-bargaining unit employees. If an employee wants vision coverage beyond that

which is included in the health insurance plan, the employee will pay the entire cost for this coverage.

**D. Life Insurance**

The Employer will provide, at no cost to the employee, life insurance not to exceed \$10,000.00.

**E. 401K Plan**

The Employer will provide bargaining unit employees with a 401K plan, on the same terms and conditions as the plan for non-bargaining unit employees.

**ARTICLE 32 – EMPLOYEE STATUS**

**Full-time** Regularly scheduled for 32 or 36 or 40 hours per week.

**Part-time** Regularly scheduled for more than 16 hours per week but less than 32 hours per week. Part-time employees must be regularly scheduled to work more than 16 hours per week to accrue/earn any paid time off benefit. The employer may hire, on or after the effective date of this contract, part-timers as floaters. The schedule for employees in float positions will be posted 6 2 weeks in advance, with no less than 16 hours per week. Floaters will be assigned a schedule based on the needs of the facility (including the shifts to be worked). The assigned unit maybe changed according to the needs of the facility on a day-to-day basis. Floaters will be required to work four (4) weekend shifts per six (6)

weeks. Except for the foregoing, any other contract provision applicable to part-time employees also applies to floaters.

**Per Diem/POOL**

Minimum requirement is to be available to work three (3) shifts, including one weekend shift per month, averaged by quarter. Per Diem/Pool must work Christmas or New Year's and one summer holiday.

**Weekend**

Employees working only weekends as set forth in Article 18(A). Such Weekend Program employees earn no benefits except as set forth in Article 18(B).

**Weekend Program Plus**

Employees working a weekend schedule plus non-weekend hours as set forth in Article 18(F). Such Weekend Program Plus Employees are entitled to the benefits set forth in Article 18(F).

**Temporary** Temporary employees are defined as employees hired by the Employer for a special limited program or to replace an employee who is on a leave of absence.

**Agency** Agency personnel are not employees and are utilized after all other employees have declined available work and overtime. In no event, will agency personnel be used at the expense of a bargaining unit employees' schedule.

### **ARTICLE 33 - UNIFORMS**

- A.** The Employer shall provide uniforms to those employees who are required by the Employer to wear uniforms while on-duty, as designated by the Employer.
- B.** Employees required by the Employer to wear uniforms will receive fifty dollars (\$50.00) twice per year; one before July 1<sup>st</sup>, one before December 31st of each year. Employees are required to provide their own uniforms.
- C.** All other bargaining unit employees working in covered bargaining unit titles who are not otherwise required to wear uniforms are required to wear appropriate business or professional attire as designated by the Employer. If lab coats are required, employees will be provided with one (1) lab coat, twice each year.
- D.** All employees will be provided with one (1) name badge upon hire. Replacement name badges must be purchased from the Employer. Name badges are part of each employee's uniform. Employees must wear the name badges at all times while working.
- E.** Failure to wear uniforms or appropriate business or professional attire as required, in a neat and clean condition, will subject employees to disciplinary action under Article 13. Employees who repeatedly (more than once) fail to report in uniform, or other proper attire, may not be allowed to work until they report dressed in accordance with this Article.

- F. The Employer may continue, modify, discontinue, or recreate its present casual day dress policy at its sole discretion, which shall not be subject to grievance or arbitration.

### **ARTICLE 34 – INCLEMENT WEATHER**

Where an employee takes all proper and necessary measures to report to work on a day where there is severe inclement weather, such as a heavy snowfall, such employee shall be given a “leeway” of up to one (1) hour to arrive at the Center, provided the employee had notified the Center before his/her normal working time that he/she was on his/her way to work. If the employee reports to work within this one (1) hour leeway, then he/she shall be paid from the start of his/her regularly scheduled shift. It shall be solely within the discretion of the Employer to determine whether a severe emergency exists and whether the employee has taken reasonable measures to report on time or whether an employee is abusing this leeway period.

**ARTICLE 35 - DURATION**

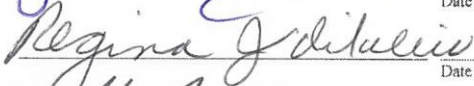
This Agreement shall be in full force and effect for the period commencing **June 16, 2021** and ending **June 30, 2025**.

**1420 South Black Horse Pike Operations LLC dba Cedar Grove Nursing and Respiratory Care Center**

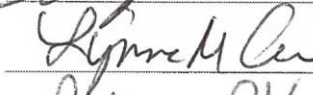
 5/18/2021  
Date

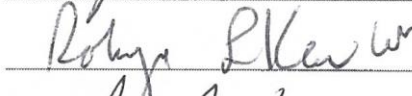
JNESO - District Council 1, IUOE, AFL.CIO

 6-16-2021  
Date

 6-16-2021  
Date

 6/16/21  
Date

 6/16/21  
Date

 6/16/21  
Date

 6/16/2021  
Date

## SIDE LETTER

1. The new employee Handbook has been implemented, and the Handbook provisions constitute additional Initial Terms and Conditions of Employment.
2. The new Operator/Employer is not responsible for any Grievances, Arbitrations, or ULPs which arose prior to the New Operator/Employer's takeover of management or operations.
3. All past practices that arose prior to the new Operator/Employer's takeover date of management or operations shall be eliminated.
4. Employees shall maintain their seniority and hire dates from the former operator.
5. The following employees shall continue to receive education assistance pursuant to Article 27:
  - a. Stacy Jackson
  - b. William Dalrymple
6. The parties shall commence negotiations for a new CBA in May, 2025