

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**WT OPERATING, LLC DBA WILLOW TERRACE**

**AND**

**NATIONAL UNION OF HOSPITAL AND HEALTHCARE EMPLOYEES AFSCME, AFL-CIO AND ITS  
AFFILIATE DISTRICT 1199C**

**August 26, 2019 through June 30, 2022**

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**THIS AGREEMENT**, made and entered into by and between **WT OPERATING, LLC DBA WILLOW TERRACE** hereinafter called the "Employer" and **District 1199c National Union of Hospital and Healthcare Employees AFSCME, AFLO-CIO** having its offices at 1319 Locust Street, Philadelphia, PA 19107-10036, hereinafter called the "Union."

**WITNESSETH**

**WHEREAS**, the Employer recognizes the Union as the Collective Bargaining representative for the Employees covered in this Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Employer as well as of its Employees and to avoid interruptions and interference with services to residents and to set forth herein their agreement covering rates of pay, hours worked and conditions of employment.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## ARTICLE I – RECOGNITION – THE COLLECTIVE BARGAINING UNIT

### 1. Definitions

a. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all the Employees in the following bargaining unit: All Regular Full Time and Part Time Service and Maintenance employees, including CNA, RCNA's, Unit Clerks, Recreation Aides, Activity Aides, Unit Clerks, Medical Supplies Clerks, Physical Therapy Assistants, Housekeeping and Dietary employees and excluding all Registered Nurses, Licensed Practical Nurses, Professional Employees, Guards, Supervisors, Supervisory Employees, which includes LPN's, confidential, executive and managerial employees defined by the act; and.

b. A Temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an absent Employee. The said three (3) month period may be extended for the length of time necessary to replace the absent Employee. Temporary Employees will become members of the Union after completion of six (6) months of service or any extended time period that is mutually agreed upon by the parties whichever is greater. However, if a temporary employee is hired on a permanent basis after completion of six (6) months, the employee shall be required to pay Union dues on a retroactive basis.

c. Part time employees are defined as any employee who is regularly scheduled to work sixteen (16) hours or more per week but less than 37.5 hours per week.

2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1A hereof.

3. It is agreed that this Contract will apply and continue in full force and effect at any location to which the facility may move.

## ARTICLE II – UNION SECURITY

1. All employees on the active payroll as of the effective date of this Agreement and upon completion of the probationary period, who are members of the union, shall maintain their membership in the Union in good standing as a condition of continued employment. For the purposes of this Article, “good standing” means the tendering of union dues uniformly required for membership.
2. All Employees on the active payroll as of the effective date of this Agreement, who are not members of the Union who are covered under the Recognition Clause in Article 1, shall become members of the Union no later than the sixtieth (60th) day after the effective date of this Agreement and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. For the purposes of this Article “good standing” means the tendering of union dues uniformly required for membership.
3. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, save those obligations specifically imposed upon the Employer by this Article. The Union shall hold the Employer harmless from any and all claims, grievances, arbitration awards, suits or other proceedings arising out of, or by reason of, any action taken by the Employer for the purpose of complying with any of the provisions of this Article. The Union shall reimburse defense costs, indemnify and hold the Employer harmless from any costs or damages sustained by reason of any action taken under this Article.

### ARTICLE III – CHECK OFF

**Section 1.** The Employer shall deduct regular initiation fees and monthly dues (per the Attachment A) starting not earlier than the sixtieth (60<sup>th</sup>) day from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorizations cards voluntarily executed by an employee for that purpose and bearing his signature providing that:

A. An employee shall have the right to revoke such authorization by giving written notice to the employer and Union of fifteen (15) days.

B. The Employers obligation to take deductions shall terminate automatically upon timely receipt of revocation by the employees of authorization or upon elimination of employment or promotion or transfer to a job classification outside the bargaining unit.

C. Initiation Fee shall be paid in two (2) consecutive monthly installments, beginning on the sixtieth (60<sup>th</sup>) day. In the event the Union amends the initiation fee and/or dues scheduled, the facility agrees to make the revised deductions from the Employees pay, upon thirty (30) days written notice from the Union.

D. Employees who do not sign the written authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.

**Section 2.** The local Union shall certify to the Employer the amount of dues to be deducted. The Employer agrees to work with the local Union to arrange for transfer and processing of dues in a cost-efficient and expedient manner including, where possible, the transfer of information electronically.

**Section 3.** All deductions under Section 1 shall be transmitted to the Union at the Philadelphia office no later than the fifteenth (15<sup>th</sup>) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

**Section 5.** All employees covered by this Agreement and hired on or after execution date shall become and remain members of the Union upon completion of their probationary period. Employees failing to become members and/or remain members or failing to pay the initiation fee or union dues shall be subject to discharge within twenty calendar (20) days of written notice from the Union to the Employer.

**Section 6.** The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, save those obligations specifically imposed upon the Employer by this Article. The Union shall hold the Employer harmless from any and all claims, grievances, arbitration awards, suits or other proceedings arising out of, or by reason of, any action taken by the Employer for the purpose of complying with any of the provisions of this Article. The Union shall reimburse defense costs, indemnify and hold the Employer harmless from any costs or damages sustained by reason of any action taken under this Article.

**Section 7.** The Employer, on a monthly basis, will indicate the correct dues rate and initiation fees, adding new applicants and coding employees who may have resigned, retired, died, become promoted or laid off and taken an unpaid leave of absence due to pregnancy, illness, education or military service. The Employer agrees to deduct and owed Union dues from an employee's pay upon return from said unpaid leave of absence and remit said dues to the Union.

**Section 9.** The Employer shall not be required to make dues deductions or charitable deductions of any kind from any employee, who during any dues month involved, have failed to receive sufficient wages equal to the dues or charitable contributions.

**Section 10.** Each month, the Employer shall remit to the Union all deductions for dues and initial fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of the employees for the preceding month, and forward said payment to the Union on or before the fifteen (15th) day of each month, together with a list of all employees, including social security numbers, from whom dues, initiation fees and/or grievance and arbitration fees have been deducted. In addition, each month, the Employer shall forward to the Union a list of all employees from whom Fair Share deductions have been deducted in accordance with the provisions of paragraph 6 hereof, together with the amount deducted from such employee.

**Section 11.** The Employer agrees to furnish the Union every other month with the names of newly hired employees, their addresses, social security numbers, and classifications of work, their dates of hire, names of terminated employees, together with their dates of termination, and the names of employees on leaves of absences.

**Section 12.** An Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union and the facility, will not be required to join and remains a member of the Union as a condition of employment.

**Section 13.** Such Employee will be required as a condition for continued employment, to remit to the Sickle Cell Anemia Foundation, the Lupus Foundation, the American Cancer Society, or a recognized and valid charity under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initial fee and regular dues of the Union, as provided for herein. Such sums will be checked off by the Facility from the Employee's pay at the same time and in the same amount as initial fees and dues are and will be remitted by the Facility to the charity designated by the Employee from the above list. Such designation will be in the form of a written authorization as Exhibit annexed hereto and made a part hereof.

**Section 14.** If any such Employee who holds a conscientious objections request the Union to utilize the grievance/arbitration procedure, as privies for in this Agreement, on the Employee's behalf, the Union is authorized to charge the employee the reasonable cost of using such procedure:

- a. Such costs will include, nut not be limited to , the expense of the Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and aribtratio8n fees and the fees of the Union's attorney:
  - a. The Employee will not have the right, authority, or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union will have the authority to determine whether a grievance on behalf of such Employee will be taken to arbitration.
- b. If fees are due and owing to the Union under this provision, such fees, if not paid when billed, will be deducted from the Employee's pay in accordance with Exhibit B, attached hereto, and remitted

to the union on a monthly and will be completely paid in a period of twelve (12) months from the month of billing; and

- c. Any disputes arising between the Union and the employee concerning the reasonableness of the costs assessed by the Union will not be subject to the Grievance and arbitration procedure of this Agreement.

**Section 15.** The Facility will be relieved from taking such "check off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the Bargaining Agreement, or (c) layoff from work, or (d) an agreed leave of absence, or revocation of the check off authorization in accordance with the terms or with applicable law. Notwithstanding the foregoing upon the return of an Employee to work from any of the foregoing enumerated absence, the Facility will immediately resume the obligation of making said deductions, except that deductions for terminated Employees will be governed by Section 14 hereof. These provisions however, will not relieve any Employees of the obligations to make the required dues and initiation fee payments pursuant to the Union condition in order to remain in good standing, except as provided in Section 14.

**Section 16.** The Facility agrees to make a payroll deduction once each calendar year from an Employees pay for the District 1199C Political Action Fund upon the written authorization of any employee covered under this agreement, and remit same to the District 1199C Political Action Fund. Said authorization will be the form annexed hereto as Exhibit D. This deduction will be made only once per year for those employees in the bargaining unit authorizing the deduction. The Facility will remit the lump sum of all deductions to District 1199C by separate check.



#### **ARTICLE IV – NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or be in favor of any employee on account of race, color, creed, national origin, political belief, religious belief, sex, sexual orientation, age, gender, gender identity, membership in the union or disability provided such disability does not interfere with the performance of work responsibilities or duties or union activity.

## ARTICLE V – UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

**Section 1.** An official representative of the Union shall have reasonable access to the Employers premises within forty-eight (48) hours advance notice, unless the Facility Administrator provides written consent to a shorter time period, for the purpose of conferring with the Employer, delegates of the union and/or employees for the purpose of administering this Agreement. Such conference shall be arranged to the satisfaction of both parties. The Facility Administrator shall provide a private area for the Union representative to confer with the employees during no-work hours. Union representatives are not permitted to confer with employees in work or resident care areas. When a Union representative enters the premises of the Employer, he or she shall notify the administrator or other person in charge of his or her visit.

**Section 2. Union Bulletin Boards.** The Employer shall select or provide an area for a reasonably sized bulletin board, which shall be used exclusively for the purpose of posting proper Union notices pertaining to the facility, which will in no way be derogatory to the Employer or any individual. The Facility Administrator shall be notified prior to the posting of all notices. All notices shall be dated and signed by the person who prepared and posted such notice. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

**Section 3.** There shall be no non-working delegates. The Union agrees to furnish the Employer with a written list of the delegates so designated and to notify the Employer of any changes to said list of delegates. It is also understood that the Union may assign to delegates any duties it wishes, provided such duties do not interfere with the regular performance of their work for the Employer.

**Section 4.** Delegates will be expected to have the same attendance and tardy requirements as any other employee, meaning that while they will not be discriminated against, they will have no special privileges not shared by other employees. However, Union Delegates shall be scheduled such that they will have the opportunity to attend Union functions, on paid basis and without loss of employee benefits by the Employer, as long as a thirty (30) days' notice is given by the delegate to the Employer and as long as such meetings shall not exceed a total of three (3) days in any one (1) Year period.

**Section 5.** Union delegates may request reasonable time off to conduct contract matters arising from the grievance activity. Such request shall not be unreasonable denied. In no instance shall the delegate be discriminated against for discharging such duties, provided that such duties shall be conducted in non-resident and non-work areas. Union delegates shall endeavor to engage in union activity on non-work time.

## **ARTICLE VI – PROBATIONARY EMPLOYEES**

**Section 1.** Newly hired employees during the term of this Agreement shall be considered probationary for a period of ninety (90) working days from the date of employment, excluding time lost for sickness or for other absence. The Employer with the mutual consent of the Union may extend the probationary period an additional thirty (30) days. The mutual consent of the Union shall not be unreasonably withheld.

**Section 2.** During or at the end of the probationary period, the Employer may discipline and/or discharge any such employee at will and such discipline and/or discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 3.** During an employee's probationary period, he/she shall have no seniority rights and shall not be entitled to any of the other benefits, rights and entitlements of this Agreement including but not limited to the grievance arbitration provision.

## ARTICLE VII – SENIORITY

### Section 1. Definition

A. Bargaining Unit Seniority is defined as the length of time an employee has been continuously employed in a bargaining unit position from the last date of hire.

B. Classification Seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within the department.

### Section 2. Accrual

A. An employee's seniority shall commence after the completion of his or her probationary period and shall be retroactive to the last date of his or her hire.

B. Bargaining Unit and Classification Seniority shall accrue during a continuous authorized leave of absence without pay, up to and not to exceed a period of six (6) months.

C. Temporary Employees, as defined in this Agreement shall have no seniority status during the time they occupy the status of temporary employees, but should any temporary employees become permanent employees, then their seniority shall be retroactive to the date of employment as a ninety (90) day probationary employee.

**Section 3. Loss of Seniority.** An employee's seniority shall be broken and the employment relationship shall cease upon the following:

A. Is terminated voluntarily;

B. Is discharged for cause;

C. Fails to return from authorized leave of absence at the specified time when physically able to do so. The employee is to give prior notification to the Employer if he or she is unable to report on the expiration of his or her leave of absence; or absence of work for any reason for a period in excess of nine (9) months or the employee's length of service whichever is less.

D. The employee fails to return from a layoff within three (3) days after receipt of a certified letter and/or notification from the Employer and/or arbitrator offering reinstatement, unless otherwise agreed to by the parties. A copy of the letter shall also be sent by the Employer to the local office of the Union at 1319 Locust Street, Philadelphia, PA 19107;

E. Layoffs in excess of nine (9) months or the employee's length of service whichever is less.

F. Fails to return to work following the end of a leave of absence, vacation or sick leave, unless the employee presents an excuse acceptable to the Employer,

G. If employed by another employer during a leave of absence except for military leave,

H. Fails to return to work following a disciplinary suspension,

I. Falsifies the reason for a leave of absence.

## ARTICLE VIII – LAYOFFS and RECALLS

**Section 1.** Whenever a layoff becomes necessary in a department and job classification such layoff shall be effected in the following order:

A. Probationary, temporary or casual employees in the affected department and classification shall be laid off first, without regard to their individual periods of employment

B. Non-Probationary part-time employees in the affected department and classification shall be laid off next in order of their bargaining unit seniority, the least senior laid off first

**Section 2.** In the event of a layoff of any employee, the employee may use his or her bargaining unit seniority to bump the least senior employee in another classification provided the senior employee has the immediate skill, ability and qualifications to do the work. The senior employee shall be required to work the same hours and shift as the bumped employee. The bumped employee shall be laid off with no further bumping rights

**Section 3.** Upon recall, employees shall be recalled in reverse order of the layoff.

**Section 4.** Any employee on layoff who refuses a recall to a position within his/her classification or to a position that said employee is otherwise able to perform shall be deemed to have terminated his/her employment. Any employee who accepts employment in a position in another department, said employee shall be entitled to transfer to his/or original position when an opening in the same becomes available.

**Section 5.** If it is necessary due to changes in resident census to reduce the number of employees scheduled to work on a particular shift, employees will be asked from senior to least senior if they are willing to take a vacation day or personal day. In the event there are insufficient volunteers, the least senior employee(s) on a non-rotating basis will be chosen for layoff. The employer will make every effort to offer employees, who lost a shift due to resident census fluctuation, another shift during that work week. Agency, pool and temporary Employees must be sent home first.

**Section 6.** Probationary employees who have been laid off have no recall privileges.

### **Section 7. Promotions**

A. Where a promotion vacancy in a bargaining unit job occurs, the Employer shall promote the most qualified applicant who meets the qualifications of the job with most bargaining unit seniority.

B. An employee who is promoted or transferred to shall serve the same probationary period on the new job as a "new hire". If he or she is removed from the new job during the probationary period and is permitted to return to his or her former job without loss of seniority or other benefits, (unless related to disciplinary reasons), except that if he or she is discharged, his or her rights shall be subject to the Grievance Article in this Agreement unless the employee is still subject to the probationary period.

**Section 8. Super-Seniority for Union Delegates:** All delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall.

**Section 9. Posting of Vacancies:** All Job Vacancies, to include the shifts, will be posted for bid for a period seven (7) working days excluding holidays.

**Section 10.** The Employer shall be the final decision maker on all promotions or transfers.

**ARTICLE IX- WAGES AND MINIMUMS**

**Section 1. Minimum Start Rates:**

Position	Minimum Start Rates
Certified Nursing Aide and Restorative Aide	0-4 years' experience: \$12.00 5 or more years' documented experience: \$12.50
Recreation Aide/Activity Aide	\$12.00
Food/Dietary	\$10.00
Housekeeping/Floor Tech	\$10.00
Medical Supply, Unit Clerk, Part Time Aide, PT Transporter	\$12.50

**Section 2. Annual Wage Increases**

Employees shall receive the following across the board wage increases:

August 22, 2019	2.25%
May 1, 2020	2.25%
May 1, 2021	2.25%

**Section 3. Ratification Bonus**

Employees who completed their probationary period as of the date of ratification, August 22, 2019, will receive the following ratification bonus minus applicable deductions and withholdings:

Full-time employee	\$250
Part-time employee	\$150

## ARTICLE X – HOURS OF WORK – OVERTIME – SHIFTS

**Section 1.** "Full-Time" for the purposes of this Agreement is defined as an Employee who works thirty-seven and one-half (37.5) or more per week up to but not to exceed forty (40) hours per week.

The regular work week for full-time employees consists of working 7.5 hours per day plus an unpaid thirty (30) minute meal break each day (8.0 hours/shift). The regular work week shall consist of no more than forty (40) hours per week. Employees shall receive two (2) days off in each calendar week, except in the event of overtime.

**Section 2.** Part-Time employee is defined as any person who is regularly scheduled to work fifteen (15) or more hours per week but no more than thirty-seven and one-half (37.5) per week.

**Section 3.** The employer shall endeavor to schedule weekends off as equally as possible among all employees covered in this Agreement. Employees shall be scheduled every other weekend off. Employees are required to work a total of twenty-six (26) weekends per year with the exception of when the employee is on vacation. Employees who call out on the weekend shall be required to make up such weekend within the immediate 30 calendar day period following the call out.

**Section 4.** In the event that the Employer wishes to permanently change an employees' starting time, the Employer shall notify the employee in writing of such change two (2) weeks in advance. In the event that the employer wishes to temporarily change an employee's starting time, due to some emergency or other condition beyond the Employers control, no advance written notice is necessary, but the Employer will attempt to notify the employee as far in advance as possible. This provision shall not apply to probationary employees.

**Section 5.** An employee who reports for work at the start of his or her regularly assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of two (2) hours pay at the regular hourly rate of pay, or the employee may be assigned other work to do that he or she can perform at his or her applicable rate of pay. This provisions shall not apply when failure to provide work is due to an Act of God or other conditions or cause beyond the control of the Employer.

**Section 7.** The Employer shall retain the sole and exclusive right to determine work schedules and the necessity for overtime. Overtime must be approved in writing by the employees Supervisor and shall be assigned by the employees Supervisor.

**Section 8.** All employees covered in this Agreement shall receive time and one-half (1-1/2) their regular base rate of pay for all hours actually worked in excess of forty (40) hours in any work week. Shift differentials shall be included in the computation for overtime compensation.

**Section 9.** Overtime hours or other premium pay under this Agreement shall not be pyramided.

**Section 10.** Only actual hours worked shall be counted as time worked in the computation of overtime. Holidays, Personal Time, Vacation, bonuses, Sick time does not count as time worked for calculation of overtime.

**Section 11.** No employee shall be permitted or warranted without valid reason the right to refuse to work overtime on any day when the necessity for working such overtime arises as long as it is requested.

**Section 12. Shifts and Shift Differentials.** Shifts shall be identified in accordance with the following:

A. Day Shift includes all shifts regularly schedule to commence between 7 a.m. and 3:00 p.m. exclusively

B. Second Shift includes all shifts regularly scheduled to commence between 3:00 p.m. and 11:00 p.m. exclusively

C. Third Shift includes all shifts regularly scheduled to commence between 11:00 p.m. and 7:00 a.m. exclusively

Shift Differentials to be paid to Certified Nursing Assistants ONLY:

7a.m. to 3:30 p.m. – NONE

3:00 p.m. to 11:30 p.m. - \$.30/hour

11:00 p.m. to 7:30 p.m. - \$.30/hour

To be eligible for shift differential pay employee must work the Entire Shift (all hours) of their scheduled shift

**Section 13.** Whenever the Employee requests a change of shift, approval of such request will not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working. If more than one (1) employee applies, the Employee with the most classification seniority qualified to do the work, notwithstanding the foregoing, Employees will have preference in filling vacancies on another shift in the classification in which he is then working over new hires.



## ARTICLE XI – HOLIDAYS AND PERSONAL DAYS

**Section 1.** Regular Full-Time Employees, after the successful completion of their ninety (90) day probationary period, shall be entitled to the following seven (7) paid holidays within each calendar year:

- A. New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- B. If you DO NOT work the holiday you will be paid seven and one-half (7.5) hours of holiday pay at your regular base rate of pay.
- C. If you WORK the holiday you will be paid your regular base rate of pay plus seven and one-half (7.5) hours of holiday pay.

**Section 2.** Regular Part-Time Employees will be paid time and one-half (1-1/2) for all hours worked on a holiday.

**Section 3.** Employees must work their Scheduled Entire Shift the day before and after the holiday to be eligible for the holiday benefit pay.

**Section 4.** Employees must complete their probationary period to be eligible for the holiday benefit.

**Section 5.** For the purposes of this Agreement, holiday time shall be the same as the pay week. No employee shall be paid for the seven and one-half (7.5) hour holiday more than once in a twenty-four (24) hour period even if the employee works multiple shifts in that period.

**Section 6.** If a legal holiday falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day. In making the determination, the Employer will take into consideration the Employee's expressed preference.

**Section 7.** The day on which a holiday is legally celebrated shall be the day on which the holiday pay is paid to those employees who work on that day.

**Section 8.** An Employee who fails to report for work on the holiday when scheduled to do so shall not secure holiday pay for the unworked holiday.

**Section 9.** Recognizing that the Facility operates every day of the year and that it is not possible for all employees to be off on the same day, employees shall be scheduled to work every other holiday and shall alternate Holiday A and Holiday B Schedules.

**Section 10.** Holidays are not a terminable benefit.

**Section 11.** Personal Days:

- a. Regular Full-Time Employees shall accrue 1 day/year, pro rated for part time employees.

Personal Days are on a use them or lose them annual cycle. Personal Days are not a terminable benefit.

**ARTICLE XII – VACATIONS**

**Section 1.** Newly hired (May 13, 2018 and after) Regular Full Time shall be entitled to accrue vacations each year with pay as follows:

<b>NEWLY HIRED (MAY 13, 2018 AND AFTER)</b>	
<b>Continuous Years of Service</b>	<b>Vacation Amount</b>
1-5 years	5 work days
5-10 years	10 work days
10 to 15 years	12 work days
15 to 20 years	15 work days
20-25 years	18 work days
25+ years	20 work days

<b>PREVIOUSLY HIRED (PRIOR TO MAY 13, 2018)</b>	
<b>Continuous Years of Service</b>	<b>Vacation Amount</b>
1-5 years	10 work days (75 HOURS)
5-10 years	15 work days (112.5 HOURS)
10 OR MORE	20 work days (150 HOURS)

**Section 2.** Part Time employees who are regularly scheduled to work sixteen (16) or more hours per week but less than thirty-seven and one half (37.5) hours/week shall accrue vacation on a pro rata basis.

**Section 3.** All vacations shall be scheduled and taken in one (1) day increments or more.

**Section 4.** Vacation leave shall be granted at such times as are determined by the Employer. Employees shall select their vacation on a seniority basis during the period established by the Employer. Once vacations are schedule and approved, any further vacation request shall be considered on a first come first serve basis without regard to seniority. The number of employees on vacation at any one time is at the discretion of the Employer. No Vacations may be taken between December 20 and January 2.

**Section 5.** No part of an Employee’s scheduled vacation may be charged to sick leave.

**Section 6.** Vacation pay shall be based upon the Employee’s regular base wage not to exceed thirty-seven and one-half (37.5) hours per week exclusive of any differentials, premiums or bonuses.

**Section 7.** Employees may carry over no more than a max of forty (40) hours of accrued vacation time. Once their max is reached the employee shall stop accruing vacation time until that number falls below the max amount.

**Section 8.** An Employee shall be paid his or her vacation pay before starting his or her vacation, provided he or she has given the employer a minimum of two (2) weeks advance notice in writing of the employees scheduled vacation. Vacation pay will be based upon the employee’s regular base rate of pay.

**Section 9.** Part-Time employees shall accrue pro-rated vacation based on hours worked not to exceed thirty-seven and one-half (37.5) hours per week.

**Section 10.** Employees who provide two (2) weeks' notice in writing of termination of employment will be paid fifty percent (50%) of their regular base wage exclusive of any differentials, premiums or bonus pay of earned and unused vacation balance with their final pay check. If employee is terminated they will not be paid out any of their earned and unused vacation time.

**Section 11.** An Employee who is on inactive status or an unpaid leave of absence will not accrue vacation time while on leave and may not borrow or go into a negative vacation balance.

**Section 12.** Employees taking approved leaves of absences, paid or unpaid, will be required to use their earned benefit time.

**Section 13.** Employees who are terminated or abandon their job forfeit any accrued but unused vacation time.

**Section 14.** An Employee who provides two (2) weeks' written notice of resignation of employment will be paid 50% of earned unused vacation balance with their final pay check. If an employee is terminated they will not be paid out any vacation earned or unused time.

## ARTICLE XIII SICK LEAVE

**Section 1.** Sick Leave for incumbent employees (those hired prior to May 13, 2018) who work as a Regular Full-Time Employees who have completed the probationary period shall earn sick time at the rate of 5.33 hrs. per month of work, not to exceed 2.46 hours per pay (up to and not to exceed eight (8) sick days per year).

**Section 2.** Newly hired employees hired on or after May 13, 2018 who work as a Regular Full-Time Employee who have complete the probationary period shall earn sick time at the rate of (.5 hrs.) per day per month of work, not to exceed (1.73) hours per pay (Up to and not to exceed six (6) sick days per year.

**Section 3.** Incumbent and Newly hired Part-Time employees who have completed their probationary period shall earn sick time at the rate of one-half (.5) day for each two (2) months of work not to exceed .865 hours per day for up to three (3) sick days/year.

**Section 4.** Only accrued and unused sick leave may be carried over to the following year provided the employee's maximum number of sick days does not exceed thirty (30) days. Once the thirty (30) day max is reached, the employee shall stop accruing sick time until they go below the max amount. In the month of December each year, employees may cash in up to ten (10) unused accrued sick days at 50% of their value.

**Section 5.** Unused sick leave is not paid out upon termination of employment.

**Section 6.** Vacation, Sick, Holidays, Bereavement shall be counted as time worked in determining sick leave accruals earned under this Agreement. All other absences, either voluntary or involuntary, shall not be considered as time worked for purposes of computing earned sick time.

**Section 7.** To be eligible for benefits under this Article, an employee who is absent must notify the Employer two (2) hours before the start of their regularly scheduled shift. A doctor's certificate is required for an absence from work due to sickness for three (3) consecutive days. For any absence less than three (3) days, a doctor's certificate may be required where, in the sole opinion of the Employer, the Employee has been abusing her/his sick leave privileges. Any sick leave over five (5) days requires FMLA certification in accordance with the Employers FMLA Policy. Sick days may not be used on either side of vacation.

**Section 8.** Employees may use sick leave for sickness in the Employee's immediate family if it requires the employee's absence from work provided such time is requested and approved in advance. Immediate family is defined as a spouse or child of the employee residing in the Employees Household or the employee's father or mother. Employer may require proof of such family sickness and employees will be require to follow the Employers FMLA Policy regarding leave to care for an immediate family member.

**Section 9.** An Employee who calls out after exhausting is sick leave shall be subject to discipline up to and including termination of employment. In order for an employee to receive the sick time benefit they must have sick time available.

**Section 10.** An Employee who is absent due to illness, injury or disability shall return to his or her original job, provided the illness, injury or disability does not exceed nine (9) months.

## ARTICLE XIV PAID LEAVE

Employees, after the expiration of their probationary period, shall be entitled to paid leave as follows:

### Section 1. Bereavement Leave:

A. Full Time employee is eligible for up to three (3) scheduled working days off including the date of the funeral in the event of the death of a parent, spouse, child, brother, sister, stepfather, stepmother, grandchild, grandparent and one (1) day off for the death of the employees father-in-law, mother-in-law, son and/or daughter-in-law.

B. Time paid shall not be counted as hours worked for purposes of determining overtime pay.

C. No employee will be excused with pay for death in the family when the death occurs during the employee's vacation, sick leave or personal leave.

D. Employees must notify the Human Resources Representative on or before January 1 of each year of the names and addresses of said step-parents and step-children.

### Section 2. Jury Duty:

A. A regular employee called to serve on jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employees regular pay to a maximum of seven (7) days per year and the compensation such employee receives for jury duty. An employee excused from jury service shall report to work at the beginning of the next regularly scheduled shift.

B. An employee on jury duty shall be considered the same as being at work.

C. The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such services.

D. When an employee receives notice he/she is to report for jury duty, he/she shall notify his/her supervisor immediately. If employee willfully neglects to notify the Employer of said jury summons, the employee will be subject to disciplinary action. During the week or weeks that an employee is on jury duty his or her schedule shall be altered so that he or she will be off on Saturday and Sunday and posted as "Jury Duty" Monday through Friday. When the employee is excused from jury services, he shall report to work at the beginning of his/her next regularly schedule shift in the following week. If however, the employee is on jury duty for less than one week, he or she shall notify his or her supervisor so that the schedule changes can be made to protect the employee from working less than a thirty-seven and one-half (37.5) hour week for regular full time employees.

## ARTICLE XV – UNPAID LEAVE

**Section 1.** The Employer may at its sole discretion and without precedent requiring the granting of the same or similar leave to any other employee in the future, grant to employees an unpaid leave of absence for such periods, for such reasons and under such conditions as the Employer may deem appropriate. In order to have such request considered, employees shall be required to submit the same together with the reasons and any documentation in writing to their Department Head or designee who shall submit the same to the Employer for consideration. In order to be considered at all, employees shall be required to have exhausted all their employee sick leave and vacation time.

**Section 2.** Where such a leave is granted, the Employee's benefits shall terminate when legally permitted and the employee shall not accumulate any sick leave, vacation, holiday pay, seniority, pension benefits or any other entitlement during said period.

**Section 3. FMLA Leave.** The Employer shall comply with the Family and Medical Leave Act ("FMLA") and any related applicable state law. Employees shall be required to use all accrued vacation and sick time as part of the leave.

**Section 4. Military Leave.** Leaves of absence for the performance of duty with the United States Armed Forces or with a Reserve component shall be granted in accordance with applicable law.

**Section 5. Other Leaves of Absence.** The Employer may, in its sole discretion, grant unpaid leaves for other reasons not to exceed a maximum of three (3) months.

**Section 6.** Employees must provide at least forty-eight (48) hours' notice of a return from any approved leave of absence.

## **ARTICLE XVI – PAST PRACTICES**

The Employer does not assume any other benefits, past practices or terms of employment, that is not written in this Agreement unless reduced to writing, agreed upon by both the Employer and the Union and dually executed by the Employer and Union.

#### **ARTICLE XVII - HEALTH INSURANCE**

After ninety (90) days of employment, full-time Employees covered by this Agreement and who are regularly scheduled to work at least thirty (30) hours per week are eligible for Health Insurance under the terms of the Employer's Plan. The Employer reserves the right to determine Employee levels of Contribution, modify or change the Plan at any time, provided the Contribution rates and the terms of the Plan apply uniformly to all facility employees. Employer will issue thirty (30) days' notice to the Union of any changes.

Any changes or modification are not subject to prior agreement, negotiation, grievance and/or arbitration procedure.



## ARTICLE XVIII – MANAGEMENT RIGHTS

**Section 1.** All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related to resident care, research, education, training, operations, services and maintenance of the Employers facility; to reprimand, suspend, discharge or otherwise discipline Employees for just cause, to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of the employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to schedule and change work, work hours, overtime, days, shifts or weeks; control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the assignment of work, the qualifications required and the size and composition of the work force, to make or change Employer rules, regulations, policies and practices, including drug and alcohol testing with reasonable suspicion; and otherwise generally to manage its facilities, attain and maintain full operating efficiency and optimum resident care and to direct the work force. The Employer has the right to subcontract work as well as to determine the number, location and operation of divisions, departments and all other units of the Employer except as expressly modified or restricted by a specific provision of this Agreement.

**Section 2.** Matters of inherent managerial policy are reserved exclusively to the Employer, these include but shall not be limited to, such areas of discretion or policy as the functions and programs of the facility; standards of service and care; budget; utilization for new technology, equipment or methods, organization, structure, selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to transfer or subcontract work to other establishments, individuals or other companies to buy, sell, lease, transfer, reorganize or close down all or any part of its operations to determine the number and types of employees required, and to otherwise take such measures as the employer may determine to be necessary to the orderly or economical operations of its facilities. The above Management Rights are by way of example, but not way of limitation.

**Section 3. Resident Care.** The Union, on behalf of the employees, recognizes that the primary obligation of the Employer is to insure the well-being, safety and comfort of its residents. Consequently, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal resident care. The Employer agrees to receive and consider constructive suggestions submitted by the Union towards these objectives.

**Section 4. Subcontracting.** Bargaining Unit work may be subcontracted to outside third parties as needed and when deemed necessary by the Employer. If subcontracting or a reduction of hours results in the layoff of bargaining unit personnel, the Employer shall notify the Union in writing of the layoff and, if requested by the Union, the employer shall meet at a mutually convenient time and place with representatives of the Union to discuss the layoff and to try to protected the job security of the bargaining unit personnel scheduled to be laid off.

## ARTICLE XIX-DISCHARGE AND PENALTIES

**Section 1.** The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.

**Section 2.** The Employer will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice to the Employer within seven (7) working days, from the date of receipt of the discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth: however commencing at Step 3 for the grievance process. If the Union notice of contest is given seven (7) working days after receipt of the notice of discharge, the days beyond seven (7) days shall be deemed waived insofar as back pay is concerned.

**Section 3.** All time limits specified herein shall be deemed exclusive of Saturdays, Sundays and Holidays.

## ARTICLE XX- NO STRIKE, LOCKOUT AND WORK STOPPAGE

**Section 1.** Employees shall not engage in any strike, sympathy strike, slow-down, sit-down, sit-in, cessation, work stoppage, picketing or interruption of work, boycott or other interference or activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefore. Neither the employees, the Union, its Officer's agents, representatives and members of the Union, shall directly or indirectly, authorize, assist, encourage, condone, ratify, lend support or in any way participate in, or sanction any strike, sympathy strike, slow-down, sit-down, sit-in, cessation, stoppage, picketing, ratify, condone or lend support to any interruption of work, boycott or other interference or activities which interrupt or tend to interrupt the full performance of work with the operations of the Employer.

**Section 2.** The Employer agrees not to engage in any lockout of employees during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

**Section 3.** Employees participating in any strike, slow-down, sit-down, sit-in cessation, work stoppage, picketing or any other activity that interferes or interrupts the flow of work as set forth in Section 1 of this Article shall be subject to discharge.

**Section 4.** Additional Procedure: In the event of a violation of this Article – NO STRIKES, LOCKOUTS AND WORK STOPPAGE and in addition to any other remedy, the Employer may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall within four (4) hours upon receipt of the grievance appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twelve (12) hours of his appointment upon telegraphic notice to Employer and the Union and shall have jurisdiction to issue a cease and desist order with respect to such violations and such other relieve as he may deem appropriate to terminate such violations of this Article – NO STRIKES, LOCOUTS AND WORK STOPPAGES Etc. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, applicator or petition of Employer. This procedure shall be applicable in the event of a violation of anything written in this Article.

**Section 5.** In addition to any other liability, remedy, or right provided by applicable law or statute, should any violation of this Article Section 1 occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- A. Publically disavow such action by the employee(s);
- B. Advise the Employer in writing that such action by Employee(s) has not been called or sanctioned by the Union;
- C. Notify the Employee(s) of its disapproval of such and instruct such employees to cease such action and return to work immediately
- D. Post notices at Union bulletin boards advising that it disapproves of such actions, and instructing Employees to return to work immediately and cease from engaging in any such further activity.

## ARTICLE XXI-GRIEVANCE PROCEDURE

**Section 1. Procedure.** Should any grievance arise as to the interpretation of or alleged violation of this Agreement or sympathy strike, the employer affected or the Union shall process the grievance in accordance with the following procedure:

STEP 1 – Within seven (7) business days (except as provided in Article XVIII) an employee having a grievance and/or his or her Union delegate or other representative shall take it up with his or her immediate supervisor in an attempt to effect a satisfactory settlement. The supervisor shall file its answer to the employee and/or his/her Union delegate or their representative within seven (7) business days after presentation of this grievance in STEP 1.

STEP 2 – If the grievance is not settled in Step 1, the grievance shall be reduced to writing and signed by the grievant and the Union and referred to the Department Head or his/her authorized representative within seven (7) business days after the answer in STEP 1. A grievance presented in STEP 2 shall be answered by the Department Head or his/her authorized representative in writing within five seven (7) business days after its presentation.

STEP 3 – If the grievance is not settled in STEP 2, grievant and the Union will submit to the grievance to Executive Director/Facility Administer or their authorized representative, within seven (7) business days after the answer in STEP 2 may be presented at STEP 3. He or She or his or her designee shall render a decision in writing within seven (7) business days after the presentation of the grievance in this STEP. If no satisfactory settlement is reached the grievance may be appealed to arbitration by the Union upon written notice to Employer and the American Arbitration Association by registered mail within thirty (30) days of the answer by the Executive Director. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

**Section 2. Effect of Failure to Appeal.** Any grievance shall be considered as settled on the basis of the last answer of Employer if it is not appealed to the next step or to arbitration with the time limitations set forth herein. Time is of the essence.

**Section 3. Effect of Settlement.** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between Employer and the Union, shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.

**Section 4. Computing Time Limitations.** Saturdays, Sundays, and Holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

**Section 5. Discharge.** An employee who has been discharged shall bypass Steps One (1) and Two (2) of the Grievance Procedure and file his/her grievance directly with the Executive Director/Facility Administrator or their authorized representative within seven (7) business days of the discharge. The grievance shall then be processed in accordance with Step three (3) of the Grievance Procedure.

A. An employee who is suspended or discharged shall have the right if he/she desires to have a Union Delegate represent him/her.

B. The Union will be notified by the Employer in writing within seventy-two (72) hours excluding weekends and holidays.

**Section 6.** A grievance that affects a substantial number or class of employees and which the Employer representative designated in Step One (1) or Step Two (2) lacks the authority to settle may initially be presented at Step Three (3) by the Union representative.

## ARTICLE XXII – ARBITRATION

**Section 1.** Demands for arbitration shall be submitted by either party to the Philadelphia Office of the American Arbitration Association under the Association's Voluntary Arbitration Rules. The Arbitrator will make his findings and render his decision to resolve the grievance. The Arbitrator shall not have the authority to add to, modify, vary, change or remove any terms of this Agreement or determine that any provisions of this Agreement establishes an implied limitation upon the Employer which is not specifically set forth. The Arbitrator shall confine himself to the precise issue and remedy as defined in the grievance and shall have no authority to determine any other issue not so submitted to him. The Arbitrator shall not have the authority to hear or resolve a grievance which was not timely processed under the terms of this Article. The decision of the Arbitrator shall be final and binding upon the Employer, Union and employees covered by this Agreement.

**Section 2. Expenses.** The expenses of the Arbitration and the Arbitrator's fee shall be borne equally by the parties.

**Section 3. Retroactivity.** Awards or settlement of grievances shall in no event be made retroactive beyond the date in which the grievance was first presented in Step One of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union or ordered by the Arbitrator, as the case may be, less any unemployment compensation and other compensation that the aggrieved employee(s) may have received from any source during the period for which back pay is claimed.

**Section 4.** Individual grievances may not be consolidated or combined without the written consent of the Employer which must be obtained prior to the submission of the grievance to arbitration.

**Section 5. Class Grievances.** A grievance which affects a majority of the bargaining unit may initially be presented at Step Two.

#### **ARTICLE XXIII – SEPARABILITY**

In the event any of the Terms and Provisions of this Agreement shall be found invalid or declared unenforceable by reason of any feral or state statute, or federal or state directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any court having jurisdiction, such invalidly or unenforceability shall not affect or impair any other terms or provisions hereof unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

## ARTICLE XXIV – MISCELLANEOUS

**Section 1.** Employees shall be required to maintain their current address on file at the home office. All notices to employees will be considered to have been sent properly if they are sent to the last address of record.

**Section 2. Minor Infractions.** All minor infractions on an Employees record shall be cleared after twenty-four (24) months, provided that the said period shall be free of any other infractions. A minor infraction is defined as a violation of a nursing home rule or policy that results in an oral warning or written warning without the imposition of any disciplinary suspension or other time off. Suspensions are not considered a Minor Infraction and shall remain in the employees file.

**Section 4. Uniforms.** Employees must wear scrubs to work or appropriate attire per department policy.

**Section 5. Restorative/CNA Positions.** For purposes of layoffs/recalls or other issues where seniority is a factor will be Restorative and CNA positions shall be lumped together. Restorative may be given a regular CNA assignment when in the sole discretion of the company when it becomes necessary. The wage rate for this position will be the same as that for CNA.



**ARTICLE XXV – 401(k)**

Employees shall be eligible to participate in the Employers 401(K) program under the same terms and conditions of non-bargaining unit employees at this facility.

ARTICLE XXVI -- EFFECTIVE DATES AND DURATION

This Agreement shall be in full force and effect for the period commencing August 26, 2019 through June 30, 2022 and shall continue thereafter from year to year unless either party notifies the other via certified mail at least ninety (90) days before June 30, 2022 or any succeeding year if applicable of its desire to modify or terminate this Agreement. ✓

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement, this 13 day of Dec, 2019

[Signature]  
Willow Terrace Nursing and Rehabilitation Center

12/13/2019

[Signature]  
District 1199C, NUHHC

1/14/20