

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**CHESTNUT NURSING AND REHABILITATION CENTER (CNRC)**

**and**

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

**JANUARY 22, 2019 TO JUNE 30, 2021**

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## AGREEMENT

This Agreement made and entered into as of the 22<sup>nd</sup> day of January, 2019, by and between **Chestnut Nursing and Rehabilitation Center**, its successors and assign (hereinafter referred to as "Employer") and **National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C** (hereinafter referred to as the "Union"), acting on behalf of the Employees of said Employer as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

### WITNESSETH:

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by 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 interferences with services to patients and to set forth herein their Agreement covering rates of pay, hours of work and conditions of employment.

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

### ARTICLE I: RECOGNITION

#### Section 1

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the Employees in the following bargaining unit:

**INCLUDED:** All regular part-time and full-time Licensed Practical Nurses, Wound Nurses, non-professional Employees, certified nursing assistants, cooks, dietary aides, housekeeping, unit clerks, medical records coordinator, maintenance mechanic, recreational assistants, physical therapy aides, employed at the Employer's Philadelphia, Pennsylvania facility.

**EXCLUDED:** All other Employees, including registered nurses, administrators, assistant administrators, administrator trainees, admissions coordinator, dietary manager, assistant dietary manager, business office manager, social services director, staff development coordinator, director of nursing, confidential secretaries, central supply coordinator, receptionists, bookkeeper, maintenance supervisor, cook/supervisor, department heads, managers, professional employees, guards and supervisors as defined in the Act.

(b) This Agreement shall not apply to temporary Employees. A temporary Employee excluded from the bargaining unit may maintain temporary status for up to nine (9) months in order to cover a shortage of personnel, provided that any temporary employee whose employment goes beyond three (3) months must pay union dues, but not initiation fees. A

shortage of personnel warranting the addition of a temporary employee shall be determined by the Employer.

## Section 2

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

## Section 3

At the time a new Employee subject to this Agreement is hired, the Employer shall advise the Employee that the Employer recognizes and is in contractual relations with the Union quoting or paraphrasing the provisions of Articles II and III of this Agreement.

## Section 4      Part-Time Employee

Regular part-time Employees covered by this Agreement shall receive fringe benefits (except for health care coverage, disability and life insurance), hereunder on a pro-rated basis related to hours worked. Regular part-time Employees shall be defined as regularly scheduled to work more than sixteen (16) hours per week but less than thirty (30) hours per week. The Employees who are currently scheduled to work less than thirty (30) hours and who, because of the assumption of work hours by the prior employer are receiving health insurance, will be grandfathered and permitted to continue to receive health insurance, so long as they continue to be otherwise qualified.

## Section 5

Pool Employees who average sixteen (16) or more hours per week over a six (6) month period shall be offered a position in the bargaining unit.

## Section 6

If a new classification is established or an existing classification substantially changed, the Employer will assign to it a rate of pay and immediately advise the Union of the proposed rate. The Union shall have the opportunity to discuss with the Employer the duties of the new or changed classification and be provided with a new job description. Pool CNAs who work an average of more than sixteen (16) hours per week over a six (6) month period shall be offered a position in the bargaining unit.

# **ARTICLE II: UNION SECURITY**

## Section 1

All Employees on the active payroll as of the effective date of this Agreement shall maintain their membership in the Union in good standing as a condition of continued employment.

## Section 2

All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days 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.

## Section 3

All Employees hired after the effective date of this Agreement shall become members of the Union after completion of the probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

## Section 4

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

## Section 5

Subject to the grievance procedure provisions contained in this Agreement, an Employee who has failed to maintain membership in the Union in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

## Section 6

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

## **ARTICLE III: CHECK-OFF**

### Section 1

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union, regular monthly dues, initiation fees and/or assessments, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from Union.

Section 2

Upon thirty (30) days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia Office of the Union, as designated in said notice.

Section 3

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

Section 4

The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any month, shall fail to receive sufficient wages to equal the dues deductions. Each month the Employer shall remit to the Union all dues and initiation fees deductions made from wages of the Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

Section 5

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union their distribution thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6

The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work and dates of hire, and the names of terminated Employees together with the dates of termination, and the names of Employees on leave of absence.

Section 7

The Employer agrees to make a payroll deduction once each month from an Employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "B." This deduction shall be made only once per month for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

Section 8

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

remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### Section 9

Any 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 Employer, shall not be required to join and remain a member of the Union as a condition of employment.

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

If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided 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 shall include, but not be limited to, the expense of Union representation at all stages of the grievance procedures the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.

(b) The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his own attorney to prosecute his grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employees shall be taken to arbitration.

(c) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall upon written notice to the Employer and the Employee, be deducted from the Employee's pay in such amounts which do not exceed what would otherwise be the monthly check-off according to the terms of this Article. Such deductions on a monthly basis shall continue until such time as these fees are paid in full.

(d) Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.



## ARTICLE IV: MANAGEMENT RIGHTS

### Section 1

The management of the Facility and the direction of the working force are vested exclusively with the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline, discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the number of hours worked; to promulgate rules and regulations; to assign duties to the work force; to assign or transfer, temporarily or permanently, to determine the number of employees in each classification and to define the duties to be performed by each classification; to assign or transfer Employees to other departments or classifications as operations may require; to introduce new or improved methods or facilities; and in all respects to carry out the ordinary and customary functions of management. 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, budget, utilization of technology, organizational structure, and selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to subcontract, to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of Employees required, and to otherwise take such measures as management may determine to be necessary, to the orderly, or economical operation of the business. The above set forth management rights are by way of example, but not by way of limitation.

### Section 2

The Union recognizes that the Employer may introduce a revision in the method or methods of operation, which will produce a revision in job duties and reduction of personnel in any department. The Union agrees that nothing contained in this Agreement shall prevent the implementation of any program and of work force reductions on any program to be hereafter undertaken by the Employer.

### Section 3

Nothing contained herein is to be construed to mean that a worker or group of workers have inherent rights to a particular task or job; however, wherever practical, any assignments or tasks should fall within the responsibilities of the job for which the Employee was hired.

### Section 4

The Employer retains the exclusive right to subcontract any work, service or function whenever, in the Facility's sole judgment, it deems it economic or efficient to do so. In addition, the Employer agrees to advise the Union of such decision, and to meet and discuss the effects of the subcontracting decision on members of the bargaining unit.

### Section 5

The Union, on behalf of the Employees, recognizes that the primary obligation of the Facility is to ensure the safety and comfort of the patients and recognizes, in that regard, that the

Employer shall have the final authority with regard to how and to what extent those obligations are performed. Consequently, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care in accordance with the policies and procedures established by the Employer. In this connection, when any provision of this Agreement will in any way detract from patient care, that provision may be temporarily waived by the Employer; and in no event will any provision of this Agreement be enforced or interpreted in such a way as to interfere with or detract from the standards of patient care established by the Employer. The Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

#### Section 6

Past practices developed under the prior owner of the Facility which are not contained in any written policy or procedure of the Employer or part of this Agreement are null and void.

#### Section 7

Except as modified by this Agreement or changed pursuant to this Article, the Employer's personnel policies and work rules shall continue. In the event the Employer wishes to change any work rules it must give the Union advance notice and the opportunity to meet prior to any change or implementation.

### **ARTICLE V: NO STRIKE OR LOCKOUT**

#### Section 1

Neither the Union or any Employee shall engage in any strike, sit-down, sit-in, slowdown, collective refusal to work overtime, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer during the term of this Agreement.

#### Section 2

The Union, its officers, agents, representatives and members guarantee that they will not in any way, directly or indirectly authorize, assist, encourage, participate in, or sanction any strikes, sit-downs, sit-ins, slow-downs, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone, or lend support to any such conduct or action.

#### Section 3

In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the Employees.

(b) Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.

(c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.

(d) Post notices at Union bulletin boards advising that it disapproves such action, and instructing Employees to return to work immediately.

#### Section 4

Any Employee engaging in activity prohibited by this Article shall be subject to immediate discharge. The Employer shall have the selective right to discharge an Employee or Employees in violation of this Article. A dispute as to whether an Employee actively participated in the prohibited activity shall be subject to the grievance procedure provided in Article VIII.

#### Section 5

In the event of an alleged or asserted breach of this section, the parties may resort to the courts of competent jurisdiction or may file a contractual grievance arbitration procedure through expedited arbitration by immediately notifying the American Arbitration Association which shall immediately appoint an arbitrator who shall schedule a hearing within twenty-four (24) hours of the appointment to issue an immediate award with an opinion to follow.

#### Section 6

The Employer agrees that it shall not lock out Employees during the term of this Agreement.

### **ARTICLE VI: UNION ACTIVITY**

#### Section 1

An authorized representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When a Union representative desires to visit the Employer's premises, he/she shall notify the Administrator or person in charge of his/her visit and receive permission to conduct a visit so that his/her activities do not occur in resident care areas and do not interfere with patient care or the efficient operation of the facility. The Employer will not unreasonably withhold permission from the Union representative to visit the facility or to accomplish the purpose of his/her visit. All meetings between a Union representative and an Employee shall be during the non-work time of the Employee.

#### Section 2

A Union delegate who must visit a department other than his/her own for the purpose of investigating a grievance shall be allowed to do so with the mutual permission of the Department

Head(s) involved. Such permission shall not be unreasonably denied. All such investigations and meetings with Employees shall be during the non-work time of all involved.

### Section 3

The Employer shall provide one (1) enclosed bulletin board for the exclusive use of the Union for the purpose of posting proper Union notices.

### Section 4

The work schedule of Employees elected as Union Delegates shall be adjusted to permit their attendance at Delegate Assembly Meetings provided that the Employer's operation shall not be impaired. Permission to attend such meetings shall be requested at least two weeks in advance of the scheduled meeting.

### Section 5

Union delegates shall be granted three (3) paid days off in each contract year to attend union seminars and union functions which require delegate attendance, not to exceed twelve (12) days total among delegates per contract year. Union will notify employer in writing of any change in union delegates.

## **ARTICLE VII: 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 forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step 3 of the Grievance Procedure. Failure of the Employer to provide notice shall not negate the termination, but only cause the Union's time to respond to commence upon receipt of the notification.

### Section 3

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

## ARTICLE VIII: GRIEVANCE PROCEDURE

### Section 1

A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

- Step 1. Within five (5) calendar days except as provided in Article entitled (“Discharge and Penalties”), an Employee having a grievance and/or his/her Union Delegate or other representative shall take it up with his/her immediate supervisor. The Employer shall give an oral answer to the Employee and/or Union Delegate or other representative within five (5) working days after the presentation of the grievance.
- Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. The grievance shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the department head. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.
- Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this Step to the Employer’s facility administrator or designee; and he/she or his/her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this Step.

### Section 2

Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified above.

### Section 3

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

### Section 4

A grievance which affects a substantial number of Employees which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may upon Agreement of the parties be initially presented at Step 3 by the Union representative.

## Section 5

The time limits and procedure provided in this article for the presentation and appeal of a grievance at any Step are absolute, and the failure of the Union or the aggrieved Employee to proceed at any Step within the time prescribed or in the manner prescribed shall constitute the Union's acceptance of the Employer's position. Failure on the part of the Employer to answer a grievance at any Step allows the grievance to proceed to the next Step. The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any Step may be extended by mutual Agreement of the Union and the Employer. Time is of the essence.

## Section 6

A grievance hearing shall be held if requested by either party.

# **ARTICLE IX: ARBITRATION**

## Section 1

A grievance which has not been resolved may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

## Section 2

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

## Section 3

If the discharge of any Employee results from conduct relating to a resident and/or a member of the resident's family and the resident and/or family does not appear at the arbitration, the arbitrator shall not view this as detrimental to the Employer's case.

## Section 4

The arbitrator shall have no power to add to, subtract from, nullify, ignore or modify any of the terms of this Agreement. He shall consider and decide only the particular issue presented to him/her in writing by the Employer and the Union, and his/her interpretation or application of the terms of this Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall render an award that the grievance is not arbitrable and the grievance will be rendered void. No award rendered shall be retroactive beyond the date the grievance was originally filed with the Employer. The award of the arbitrator shall be final and binding on the Employer, the Union and the Employee or Employees involved.

Section 5

Each arbitration hearing shall deal with not more than one (1) grievance except by mutual written Agreement of the Employer and the Union.

**ARTICLE X: PROBATIONARY EMPLOYEES**

Section 1

All newly hired or transferred full-time Employees and part-time Employees shall serve a ninety (90) day probationary period, from the date of hire by the employer or transfer into the bargaining unit, excluding time lost for sickness and leaves of absence. If employee has performance or disciplinary issues, Employer has the option to extend the probationary period for up to thirty (30) additional days after consultation with the Union and showing just cause for extension, which will not be unreasonably denied.

During or at the end of the probationary period, the Employer may suspend, demote, discipline or discharge any such Employee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2

Probationary Employees shall not be entitled to any of the benefits or protections provided to non-probationary Employees under this contract.

**ARTICLE XI: SENIORITY**

Section 1      Definition

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the facility.

(b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a department.

Section 2      Accrual

(a) Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire, or promotional transfer.

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence for a period of up to six (6) months for Employees with more than one (1) year of seniority. Benefits will not be accrued or paid during such a leave, except for payment of earned vacation and/or except as may be required under the Family and Medical Leave Act (FMLA).

(c) Classification seniority shall accrue during the periods specified in (b) above during the time an Employee works in a specific job classification.

(d) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become regular Employees, then their seniority shall be retroactive to their date of employment as a temporary Employee.

(e) Temporary Employees who become a regular Employee shall first be a Probationary Employee and must pass probation before accumulating seniority, on the same terms as any other regular Employee.

### Section 3      Loss of Seniority

Seniority shall be lost and the employment relationship shall cease if any of the following occur:

- (a) The Employee is discharged for just cause.
- (b) The Employee quits or retires.
- (c) The Employee is absent from work for two (2) consecutive working days without prior and proper notification to the Employer, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period.
- (d) The Employee, when recalled from layoff, fails to inform the Employer of his/her intent to return to work within two (2) calendar days after the date on which the notice of recall is received at the Employee's address as shown on the records of the Employer or he/she fails to report to work when scheduled to report by the Employer. Employee notice can be by any traceable/trackable method.
- (e) The Employee fails to return to work on the day following the expiration of a leave of absence or vacation, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period.
- (f) While on a leave of absence, takes another job during his/her normal working hours without written permission of the administrator.

- (g) Falsifies the reason for a leave of absence, whether such leave is paid or unpaid.
- (h) Failure to return as scheduled following a disciplinary suspension.

### Section 4      Application

(a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.



(c) For the purpose of layoff, all delegates will have super seniority.

(d) With the agreement of the Employer, which agreement shall not be unreasonably withheld, Part-time Employees shall be given the opportunity of becoming full-time Employees before the Facility hires from the outside.

#### Section 5      Layoff

In the event a layoff becomes necessary within a job classification, employees not covered by this agreement will be laid off first, temporary employees, probationary employees, part-time employees shall be laid off next; followed by regular full time employees commencing with those commencing with those least job classification seniority, subject to the employer's determination of the ability of the remaining employees to perform the available work. In no event shall an employee be allowed to exercise his bargaining unit seniority to displace an employee working in another job classification. However, an employee may use his bargaining unit seniority to bid on vacant positions or displace a probationary employee in another department in a job which the employee has the ability to perform.

#### Section 6      Job Posting

When the Employer creates a permanent new full-time job or regular part-time position or seeks to fill a permanent vacancy occurring in an existing full-time job or regular part-time position, the Employer agrees to post a notice of such opening for seven (7) consecutive calendar days on a bulletin board in the facility. The Employer's selection of an applicant for such opening shall be based upon a consideration of the following factors among the applicants:

(a) Seniority.

(b) Ability (including knowledge, skill, aptitude and experience) and, for applicants for transfer or promotion, job performance (including dependability and quality of work). Seniority will be controlling where the factors listed in (b) are equal.

(c) An Employee who is promoted or transferred shall serve a probationary period not to exceed thirty (30) days. If he/she is removed from the new job during said period, he/she shall be returned to his/her former job at his/her former rate of pay, without loss of seniority or other benefits, excepting that if he/she is discharged, his/her rights shall be subject to the grievance and arbitration provisions of this Agreement.

(d) Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.

(e) Where promotional opportunity in a bargaining unit job occurs and two or more Employees are under consideration for such job, the Employer shall give due consideration to the qualities stated in part (b) above (hereafter "qualifications") and their seniority. Where qualifications are equal, FIRST classification seniority and SECOND, bargaining unit seniority in order of preference shall be the governing factor.

(f) If an employee has an active suspension, they cannot apply for a new position posted until 1 year from the date of the Suspension

Section 7      Temporary Transfer

The Employer shall have the right to transfer Employees to another job classification on a temporary basis. An Employee temporarily so assigned to a different classification for the convenience of the Employer will be paid the rate of pay which he/she received in his/her regular classification or the rate of pay of the classification to which he/she is temporarily assigned, whichever is higher if the Employee works in the higher classified job for four (4) hours or more.

Section 8      Seniority List

A seniority list of Employees will be posted by the Employer in the facility. If any Employee disputes any seniority dates shown on such list, such dispute shall be handled through the grievance procedure, except that the time for presenting any such grievance shall be extended to thirty (30) calendar days after the date on which those dates first appear on list posted by the Employer. If an Employee is on an approved leave, he/she will have thirty (30) days upon his/her return to contest the posted seniority date. The Employer shall update the seniority list not less frequently than once every six (6) calendar months. The Employer will furnish the Union with a copy of the seniority list and each update thereof.

Section 9      Recall

(a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability and qualifications to do the work and if not, the next senior qualified Employee will be recalled, and so on. When an Employee is recalled to a job other than his/her regular job and which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing.

(b) Probationary Employees who have been laid off have no recall privileges.

(c) A part-time Employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required schedule of hours of the available position.

Section 10

It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together.

## **ARTICLE XII: SHIFTS**

### Section 1

Regular full-time and regular part time employees shall work on the shift, shifts, or shift arrangement for which they were hired, unless it is an emergency or four (4) weeks notice has been given. This should not be construed as restricting voluntary acceptance of work. Whenever an Employee requests a change of shift, approval of such request shall not be unreasonably withheld, if a vacancy exists in the classification and shift into which he/she is requesting. If more than one (1) Employee applies to fill a vacancy, such change shall be given to the Employee who, in the opinion of the Employer, has the best qualifications for the work on the desired shift. If two Employees apply and their qualifications are equal, the Employee with the most classification seniority will be selected to do the work. Notwithstanding the foregoing, the Employee shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees, unless, in the opinion of the Employer, the Employee is less qualified for the position or shift than the new Employee. "Qualifications," as used in this paragraph includes skills, ability, and history of work performance.

### Section 2

Employees may trade days off provided they do so within the same work week, no less than 24 hours prior to that shift and provided it does not cost the employer any additional money as overtime. The change request must be in writing and submitted to the DON for Nursing or the Department Director or designee in other department for his/her approval prior to the change. Both employees must sign the request before the change is considered.

### Section 3

The Employer will not adopt a scheduling policy providing for rotating shifts as a general procedure.

### Section 4

The Employer will schedule Employees working in a seven (7) day department every other weekend off, unless Employee is hired to work every weekend.

### Section 5

All employees working between the hours of 3:00 pm – 11:00 pm and 11:00 pm – 7:00 am shall be paid twenty-five cents (\$.25) more per hour.

## **ARTICLE XIII: HOURS OF WORK**

### Section 1

An Employee shall receive an unpaid lunch period of thirty (30) minutes during a shift lasting at least eight (8) hours.

## Section 2

An Employee shall receive a paid break period of fifteen (15) minutes in the first four (4) hours of a shift lasting at least four (4) hours and a paid break period of fifteen (15) minutes in the second four (4) hours of a shift lasting eight (8) hours. Said Employee has the right to combine one fifteen (15) minute break with their thirty (30) minute lunch period with permission from the supervisor. Such permission shall not be unreasonably denied.

## Section 3

Work schedules shall be posted a minimum of ten (10) days prior to the start of the work period. The work week for regular full-time Employees shall be defined as not less than forty (40) hours.

## Section 4

Regular part-time Employees shall be defined as those Employees who are normally scheduled for a minimum of more than sixteen (16) hours per week, but less than forty (40) hours per week. For health insurance purposes employees hired after 7/1/05 working at least twenty-five (25) hours but less than forty (40) hours will be considered part-time.

## Section 5

Employees shall not be required to make up weekends not worked due to scheduled vacation.

## Section 6

The payroll week is Sunday through Saturday.

## Section 7

Employees who are not scheduled for work and who are asked to come in and who report within two (2) hours of the start of the shift for which they are called in, will be paid for the full shift, it being understood that Employees will report to work as soon after being called as soon as possible.

## Section 8

Nothing in this Agreement shall constitute a guarantee of hours worked per day or hours worked per week.

## Section 9

No Pool Staff shall be pre-scheduled. All part time Bargaining Unit members shall be offered added hours first, until they reach overtime, and if that part timer cannot work added hours, they shall be given a non-availability slip. The Employer will contact the next senior part

time person. In each six month period (April and October), there shall be a review by Management and the Union.

#### **ARTICLE XIV: OVERTIME**

##### Section 1

Overtime pay shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All Employees shall be paid overtime pay for all hours worked in excess of eight (8) hours per day or eighty (80) hours per bi-weekly pay period. Overtime shall not be pyramided.

##### Section 2

The amount of overtime work and the employees required to work such hours shall be established by the employer. Such overtime shall be distributed as equitably as is reasonably practical among employees who volunteer to work extra shifts from a pre-established list. These employees will be offered the opportunity by seniority and then on a rotating basis to work the extra shifts; first part-time employees up to forty (40) hours per week, then full-time employees by seniority on a rotating basis. The Employer will not be required to make more than one call to each employee on the list before implementing forced overtime under Section 3 of this Article.

##### Section 3

If no person on the volunteer list agrees to work the overtime that is required, the Employer may mandate the least senior employee on the list to work the overtime. Except in cases of unexpected operational necessity, the Employer will give employees at least two hours' notice of overtime. Employees who are mandated to work for more than two hours will be offered the opportunity to work at least four hours.

##### Section 4

Only hours worked shall be considered as time worked for purposes of calculating overtime.

#### **ARTICLE XV: GENERAL PROVISIONS**

##### Section 1

There shall be a grace period of seven (7) minutes per shift. Said grace period is only for the purpose of not docking pay, but shall be considered late for disciplinary purposes.

##### Section 2

Job descriptions shall be provided by the Employer to the Union and to each Employee.

##### Section 3

The Employer shall continue the past practice of providing a break room.

#### Section 4

All payroll errors which are the fault of the Employer and which exceed twenty-five dollars (\$25.00) or more shall be corrected within two (2) working days from the date the Employee notifies the Employer of the error, so long as the Employee notifies the Employer after receiving the paycheck. If a payroll error results in an overpayment to an Employee, the Employee must so inform the Employer of the error with forty eight (48) hours of the Employee's learning of such error. Excluded are Saturdays and Sundays.

#### Section 5

The Employer will pull Employees to another floor on a rotating basis by seniority on that shift.

#### Section 6

Each Employee shall be provided in-service training programs.

#### Section 7      Uniforms

Each Employee required to wear an approved uniform, provided the union has input into the approved uniform.

For Employees hired before July 1, 2018, the uniform allowance will be \$150 for full time and \$130 for part time employees. For Employees hired after July 1, 2018, the uniform allowance will be \$130 for full time employees and \$120 for part time employees. The first payment will be during the first payroll period after July 1 in each year. Uniform allowances are subject to tax and, therefore, taxes will be withheld.

#### Section 8

If the Employer requires a physical examination, the Employer may designate the physician and the physical shall be provided at no cost to Employees. This shall not include the cost of physical examinations and/or return to work notes obtained by Employees in connection with their return to work due to illness or injury.

#### Section 9

All Employees shall be permitted to leave the grounds during lunch period provided the Employee signs out of the Facility. Employees have to punch out and in if they leave Facility for lunch.

#### Section 10

Paychecks are available for 3 p.m. – 11 p.m. shift at end of shift on Thursday, for 11 p.m. – 7 a.m. shift at end of shift on Friday morning. All other staff on Friday 11 a.m. – 2 p.m. Pay will be by direct deposit and paper checks only.

Section 11

If an Employee is called to take care of a patient on his/her lunch period, the Employee will be able to resume his/her lunch period.

Section 12

The Employer agrees to post notice of vacancies for all available bargaining unit positions and all available overtime.

Section 13

Employees will be provided in-service training session for handling combative/abusive patients or residents. Such training shall also be provided from time to time for newly hired Employees.

Section 14

Chestnut Nursing and Rehabilitation Center shall adopt a drug and alcohol testing policy, except that the parties may amend the policy by agreement. The policy provides for reasonable suspicion and post accident testing. Unannounced testing will occur only as part of a treatment plan.

**ARTICLE XVI: PERSONNEL FILES**

Section 1

An Employee, and his/her Union representative and/or delegate, upon written consent from the Employee, may inspect the contents of his/her personnel file under the following terms and conditions:

- (a) He/she must make an appointment with the personnel department.
- (b) He/she will not be paid for the time inspecting his/her file.
- (c) Nothing may be removed from the file.
- (d) Nothing may be written by the Employee or his/her representative or delegate on any papers in the file.
- (e) The Employee may, at his/her choice, be accompanied by his/her Union representative or delegate.

Section 2

All minor infractions on an Employee's record shall be inactive after twelve (12) months, provided that the twelve (12) month period shall be free of other or repeated infractions. Major infractions which may be cause for disciplinary suspension upon first occurrence shall be inactive after twenty-four (24) months. An inactive infraction shall remain part of the

Employee's personnel record and may be used by the Employer defensively in the event the Employee asserts, formally or informally, that such discipline did not occur.

### Section 3

Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who disagrees with the evaluation shall have the right to express his/her written opinion of the evaluation and the written opinion will be attached to the evaluation form and placed in his/her personnel file.

## **ARTICLE XVII: MISCELLANEOUS**

### Section 1      Correct Home Address and Phone Number

It is the obligation of every Employee, including those on layoff, to keep the employer informed in writing of his/her current home address and telephone number. The employer's obligation in connection with recall shall end with a notice of recall sent by the employer by certified mail or by telegram to the Employee's current address as shown on the records of the employer. A copy of the recall certified letter will be sent to the union.

### Section 2      Bargaining Unit Work

Supervisors shall not do work normally performed by bargaining unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees. An emergency is herein defined as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health of staff and patients, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

### Section 3      Change of Starting Time

In the event that the Employer wishes to permanently change an Employee's starting time, the Employer shall notify the Employee in writing of such change four (4) weeks in advance. In the event that the Employer wishes to temporarily change an Employee's starting time due to operational necessity, no advance written notice is required, but the Employer will use its best efforts to notify the Employee as far in advance as possible. The provision shall not apply to probationary Employees.

### Section 4      Reporting Pay

An Employee who reports for work at the start of his/her regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of four (4) hours pay at the regular hourly rate of pay or they may be assigned other work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or causes beyond the control of the Employer.



Section 5      Unclassified Jobs

If the parties cannot agree within a thirty-day period, the issue of the wage rate will be subject to last best offer arbitration in which the authority of the arbitrator is limited to selecting between the last position of the Employer and the last position of the Union.

**ARTICLE XVIII: RESIGNATION**

Section 1

An Employee who resigns shall give the Employer fourteen (14) calendar days written notice.

Section 2

An Employee who gives written notice of resignation, as provided above, shall be entitled to receive payment for earned vacation time unused on the effective date of the resignation retirement or termination. This payment shall be made on the next pay, with proper notice. If notice is not given as provided above, an Employee shall not be entitled to terminal benefits.

**ARTICLE XIX: UNPAID LEAVES**

Section 1      Personal Leaves of Absence

Leaves of absence for personal reasons may be granted to an Employee who has completed the probationary period. Personal leaves are not a matter of right but only for good cause. The Employer will not unreasonably deny a request for a personal leave and may take the disruption to the orderly operation of the facility and cost into consideration. A personal leave of absence will not exceed the period necessary for the Employee to resolve the issue that was the cause for the leave, but, in no event, will exceed sixty (60) calendar days. Extensions may be granted at the sole discretion of the administrator, but the total length of a leave and any extensions may not exceed three (3) months.

The Employee is responsible for requesting such a leave and obtaining management approval prior to his/her absence. An Employee may not accept other employment while on a leave and may be terminated for violation of this provision except where written consent has been obtained from the Employer.

Two (2) weeks prior to returning to work, a written notice must be presented to the immediate supervisor or department head.

Upon return to work from a leave of absence, an Employee will be restored to the job previously held, or a comparable job with regard to work and rate of pay, i.e., an Employee on the first shift who goes on a leave of absence shall upon return to work be returned to the first shift. The replaced Employee will be transferred in accordance with provisions of this Agreement.

## Section 2      Disability Leave

Leave of absence due to a serious medical condition, including maternity, will be granted to an Employee in accordance with the Family and Medical Leave Act (FMLA) and the regulations of the FMLA shall prevail. Disability leaves justified by a doctor's certificate of continued disability may be extended, but under no circumstances may exceed a total of six months, inclusive of the FMLA leave.

Failure to notify the Employer of availability for work, failure to return to work upon the expiration of a leave or continued absence from work because a leave extends beyond the maximum allowed will be considered a voluntary termination of employment.

Nothing contained in this Article or in any other provision of this Agreement shall be construed as authorizing or permitting sporadic absences for any reason, except as required by the FMLA.

Falsification of the reason for a request for a leave of absence or obtaining gainful employment during a leave of absence shall be cause for discharge.

Upon return to work from a leave of absence, an Employee will be restored to the job previously held, or a comparable job with regard to work and rate of pay, i.e., an Employee on the first shift who goes on leave of absence shall upon return to work be returned to the first shift. The replaced Employee will be transferred in accordance with provisions of this Agreement.

## Section 3      Military Leave

The Employer will grant military leave in accordance with applicable law.

## Section 4      Union Leave

A leave of absence for a period not to exceed three (3) year shall be granted at the Union's request to not more than three (3) Employees who have one (1) or more years of Facility seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operation of the Facility. An Employee seeking to return from a Union Leave must give four weeks notice of his/her intent to return and the Employer may reinstate the Employee to any job for which the Employee is qualified to perform.

## Section 5      Training

If an Employee is required to obtain additional training and/or education in order to maintain his/her position, or if selected for training under the Union's Training and Upgrading Programs, the Employer shall be required to make the necessary adjustments to enable the Employee to acquire such training and/or education, provided that the commencement and scheduling of the training and/or education shall be at the Employer's discretion. The Employee shall be available to work whenever the training and/or education schedule permits.

## **ARTICLE XX: PAID LEAVES**

### Section 1      Funeral Leave

(a) In the event of the death of an Employee's parent, spouse, child, brother, sister, grandparent, or grandchild, an Employee who has completed his/her probationary period will be allowed up to three (3) regular scheduled days off with pay at his/her regular straight-time rate. The days must be consecutive and one day has to be the day of the funeral. In the event of the death of an Employee's brother-in-law, sister-in-law or parent-in-law, an Employee who has completed his/her probationary period will be allowed to take off the day of the funeral with pay at his/her regular straight-time rate, provided the day is a regularly scheduled work day for the Employee.

(b) There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

### Section 2      Jury Duty Pay

The Employer shall grant to all Employees, after completion of their probationary period, who are required to service on jury service, the difference between the Employee's regular straight-time weekly earnings, not to exceed one hundred twenty (120) times the Employee's straight-time hourly rate of pay, and any jury fee paid to the Employee. The Employee shall notify the Employer upon receipt of jury service notice as soon as practical. When an Employee is released for a day during any period of jury service, he/she shall report to the facility for work, if it is a scheduled work day. Employee is required to forward to payroll their Jury Duty checks upon receipt or within three (3) weeks.

## **ARTICLE XXI: HEALTH INSURANCE**

### Section 1

The Employer shall make available to full-time Employees medical and prescription benefits on the same terms and conditions as provided to non-bargaining unit Employees of the Employer, as the plans may be amended from time to time by the Employer, provided that any increase in premiums will not increase the percentage of employee contributions to the cost of the premiums.

Full time Employees employed before July 1, 2018, will continue to pay ten percent of the premium for employee only coverage through June 30, 2019. Effective July 1, 2019, full time Employees will pay fifteen percent of the premium for Employee only coverage. Effective July 1, 2020, full time Employees will pay twenty percent of the premium for Employee only coverage. If an Employee wishes to add additional coverage for spouses or dependents, the Employee will pay the premium contribution for Employee only and the entire cost of the differential between the Employee only coverage and the additional coverage.

Full time Employees hired after July 1, 2018, will pay twenty percent of the premium for employee only coverage. If an Employee wishes to add additional coverage for spouses or

dependents, the Employee will pay the premium contribution for Employee only and the entire cost of the differential between the Employee only coverage and the additional coverage.

A regular part time Employee may enroll in the employer's health plan at the Employer's group rate. The Employee will contribute 25% of the premium for employee only coverage. If the Employee wishes to add additional coverage, the Employee will pay the premium contribution for Employee coverage and the entire cost of the differential between the Employee only coverage and the additional coverage.

## **ARTICLE XXII: LIFE INSURANCE**

### Section 1

All active Employees (full-time and part-time) who have completed the probationary period shall receive life insurance equal to his/her annual salary. Employees will have life insurance of one times annual earnings with a \$50,000 maximum.

## **ARTICLE XXIII: SAVINGS RETIREMENT PLAN**

Retroactive to July 1, 2018, the Employer will not contribute to the Union's Retirement Savings Plan on behalf of the full time Employees (both those employed before and after July 1, 2018) until July 1, 2019. Beginning July 1, 2019, the Employer will contribute 2% of the straight time wages of the full time Employees and part time Employees scheduled to work at least 20 hours/week annually to the Union's Retirement Savings Plan (401(k)).

## **ARTICLE XXIV: SICK LEAVE**

### Section 1

Sick leave is defined as an absence of an Employee from work by reason of illness or non-work connected accident which is not compensable under the Worker's Compensation laws of the Commonwealth of Pennsylvania.

### Section 2

Sick leave will be a maximum of ten (10) days (eight (8) days for Employees hired on or after July 1, 2018). Unused sick leave will not be cashed out at the end of the year and not paid out upon the termination of employment. Employees may carry over unused sick days into the next year, to a maximum total of sixty (60) days. Carried over sick days may be used to cover lost wages in the event of a short term disability or FMLA leave only.

### Section 3

To be eligible for benefits under this Article, Employees who are absent must notify the Employer two (2) hours prior to the start of their regularly scheduled shift. The Employer may require written clarification of a physician or other proof of illness or injury hereunder for those Employees absent more than two (2) consecutive days. Employees who have been on sick leave

also may be required to be examined by the Employer's doctor his/her designee before being permitted to return to duty.

Section 4

Regular part time employees will receive sick time on a pro-rated basis after completing their probationary period.

**ARTICLE XXV: VACATIONS**

Section 1

Except as provided below, all Employees covered by this Agreement shall, upon the completion of continuous service for the periods hereinafter specified, become entitled to annual vacations with pay for the periods indicated:

After one (1) year	One (1) week/5 days
After five (5) years	Two (2) weeks/10 days
After fifteen (15) years	Three (3) weeks/15 days

Exceptions for Employees employed before July 1, 2018:

- a. Employees with four weeks of vacation as of July 1, 2018, will keep their fourth week.
- b. Employees with three weeks' vacation as of July 1, 2018, who, under the contract with the prior employer, would have become entitled to four weeks' vacation by December 31, 2020, will be entitled to four weeks' vacation under this Agreement on the dates their fourth week would have accrued under the prior contract (the Employee's anniversary date).
- c. Employees with three weeks' vacation as of July 1, 2018, will keep their third week, even though their years of service had not yet reached fifteen years. When their years of service reaches fifteen years, the Employees will be governed by the above schedule.
- d. Employees with two weeks' vacation as of July 1, 2018, will keep their second week, even though their years of service had not yet reached five years. When their years of service reach five years, the Employees will be governed by the above schedule.
- e. Employees with one week of vacation will be governed by the above schedule.

Section 2

The right to schedule an Employee's vacation is reserved by the Employer in order to ensure proper and adequate care for the residents. Employees will be allowed to take a maximum of 50% of annual entitlement as single days per year with proper notice and approval, which would not be unreasonably withheld. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. It is understood that the Employer's needs may be greater during the period December 1 through January 1 in any given year. However, no Employee shall have his/her vacation unreasonably denied.

Section 3

Vacations shall be granted on a job classification per department basis. Vacations shall be on a first-come, first-served basis provided that at least three (3) weeks advance written notice of a desired vacation time is submitted for approval.

Section 4

No part of an Employee's scheduled vacation may be charged to sick leave. Employees can carry over vacation time equivalent to 1-year of the employee's annual accrual amount.

Section 5

Vacation pay shall be based upon the Employee's regular rate of pay in effect on the first day of his/her scheduled vacation.

An Employee shall be paid his/her vacation pay before starting his/her vacation provided three (3) weeks written notification has been given.

Section 6

Vacation pay for regular part-time Employees shall be pro-rated and based upon the average weekly hours worked for the fifty-two (52) week period preceding the Employee's anniversary date for regular part-time Employees.

Section 7

If a holiday as set forth in Article XXVI occurs during an Employee's vacation period, he/she may have his/her vacation period extended an additional day, or he/she may have an additional day scheduled off at the convenience of the Employer and the Employee.

**ARTICLE XXVI: HOLIDAYS**

Section 1

Eligible Employees upon completion of their probationary period shall be entitled to the following paid holidays within each calendar year:

- |                                |                          |
|--------------------------------|--------------------------|
| New Year's Day                 | Labor Day                |
| Martin Luther King's Birthday  | Thanksgiving Day         |
| Memorial Day                   | Christmas Day            |
| July 4 (Independence Day)      | Three (3) Personal days* |
| Norman Rayford Day (August 28) |                          |
- \*Employees hired after July 1, 2018, shall be entitled to two (2) Personal days

Section 2

Employees hired on or after July 1, 2018, are eligible upon completion of their probationary period for two (2) personal holidays to be taken at a mutually agreeable time.

Employees must advise the Employer at least ten (10) working days in advance of the date they wish to take as a personal holiday. Once scheduled, a personal holiday shall not be canceled except in an emergency. The personal days for the first year of employment are as follows:

<u>Employees Date of Hire</u>	<u>Personal Time Earned</u>
July 1 – October 31	2 Days
November 1 – February 28 (29)	1 Day

Section 3

Regular part-time Employees shall receive holiday pay based on a pro-rated basis of an Employee's hours worked in the five (5) pay periods immediately preceding the holiday. Full-time Employees shall receive holiday pay equivalent to their normal hours worked.

Section 4

An Employee required to work on any paid holiday other than a personal holiday shall receive one and one-half (1½) times his/her regular pay for hours worked on the holiday and an additional day off with regular pay at a mutually agreeable time. All hours worked on a holiday will be paid at one and one half (1½) times the regular hourly rate of pay, and the employee will get another day off with pay. If the employee works a double shift on the holiday, all hours worked will be paid at one and one half (1½) times the regular hourly rate.

This time off must be requested in writing at least 10 days before the department schedule is posted. Time off for holidays worked must be used within one year of the original holiday date. It is the responsibility of the employee to request this time off during the course of the year. If this time off cannot be used within the year, due to management's inability to grant the time off as requested by employee, employee will be paid for the holiday one year after the original holiday.

Section 5

If the holiday falls on an Employee's day off, the Employee will receive holiday pay, or another day off in the pay period.

Section 6

An Employee, to be eligible for the paid holidays, must have completed the probationary period.

The provisions of this Article shall only apply to non-probationary Employees.

Employees must work their scheduled day prior to and after the holiday to qualify for holiday pay. Employees scheduled to work must work the Holiday to qualify for holiday pay.

Any Employee on unpaid leave of absence shall not be entitled to any holiday pay falling within the unpaid leave of absence.

Section 7

Recognizing that the Employer operates every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

**ARTICLE XXVII: ON-THE-JOB INJURY OR SICKNESS**

Section 1

An Employee who is injured or becomes ill during the course of his shift with such injury or illness requiring medical treatment, will be compensated for the time lost while receiving such treatment up to a maximum of the completion of the Employee's shift as long as the injury or illness is reported to Employer prior to obtaining such treatment. If the Employee is kept in the hospital or sent home pursuant to the orders of the physician, the Employee shall be paid for the balance of his shift at the appropriate hourly rate.

Section 2

The Employer will provide the name of its Workmen's Compensation insurance carrier upon execution of this Agreement.

Section 3

If an employee is injured while on the job it is the responsibility of the facility to provide transportation of the employee to the emergency room and/or occupational injury center for evaluation and treatment.

**ARTICLE XXVIII: WAGES**

Section 1

Service, Dietary, Housekeeping and Maintenance Employees employed before July 1, 2018, will receive increases as follows:

Effective the first day of the contract a bonus equal to 1% of an employee's straight time wages between July 1, 2018 and the effective date of the contract.

Effective the first day of the contract – 1% wage increase

Effective 7/1/19 – 1%

Effective 1/1/20 – 1%

Effective 7/1/20 – 1%

Effective 1/1/21 – 1%

The bonus and all wage increases will be paid beginning the first payroll period after the date the bonus and wage increases are effective. The shortfall between the effective date of the wage increases and the first day of the first payroll period will be paid retroactive to the scheduled date of the bonus or wage increases.



CNAs and other Service, Dietary, Housekeeping and Maintenance Employees employed after July 1, 2018, will be paid, as follows:

CNA, PT Aide, Unit Clerk and MRC: Hire Rate - \$13.75; after probation – Job Rate; Job Rate – \$14.00.

Recreation (Activities Aide): Hire Rate - \$12.75; after probation – Job Rate; Job Rate – \$13.00

Maintenance Worker: Hire Rate: \$15.00; after probation – Job Rate; Job Rate – \$15.25

Dietary and Housekeeping Aide: Hire Rate - \$12.50; after probation – Job Rate; Job Rate – \$12.75

Cook: Hire Rate – \$15.00; after probation – Job Rate; Job Rate – \$15.25

The Job Rates for all classifications of employees hired on or after July 1, 2018 will increase as follows:

Effective the first day of the first payroll period after 1/1/19 – 1%

Effective the first day of the first payroll period after 1/1/20 – 1%

Effective the first day of the first payroll period after 1/1/21 – 1%

LPNs Job Rate \$31.64, Wound Care Nurse Job Rate \$ 35.22 employed before July 1, 2018 will have their current wage rates frozen for the length of the contract. Notwithstanding the wage freeze, LPNs, Wound Care Nurse, employed continuously from before July 1, 2018 will be paid lump sum bonuses, as follows:

1% of their straight time wages for the six months prior to the effective date of this Agreement. The bonus will be due on the effective date of this Agreement and paid in the second payroll period following the effective date of this Agreement.

On the pay date for the first payroll period after July 1, 2019, January 1, 2020, July 1, 2020, and January 1, 2021, 1% of straight time wages for the prior six months.

To be eligible for a bonus, an Employee must be employed by the Employer on the date the bonus is due.

LPNs, employed on or after July 1, 2018 will have a Hire Rate of \$24.50. After probation, the rate will increase by \$.60/hour. After each six months thereafter, the rate will increase by \$.60/hour until the rate equals the Job Rate. The Job Rate will be \$31.64. These employees will not receive hourly wage increases other than those provided by this progression.

All wage progression increases will be effective as of the first day of the first payroll period after the triggering event (e.g., completion of probation, completion of six months).

Section 2

An employee required to be on call during their off hours shall be entitled to the following payments:

- (a) Weekdays, \$8 per day
- (b) Weekends, \$10 per day

Section 3

(a) A weekend shift differential of \$.30 per hour will be paid for all shifts beginning with the 11 pm -7 am shift on Friday and continuing through the 11 pm -7 am shift on Sunday.

(b) A weekday shift differential of \$.25 per hour will be paid for all work on the 3 pm - 11 pm and 11 pm -7 am shifts.

**ARTICLE XXIX: EDUCATIONAL ASSISTANCE**

Employer agrees to reimburse employees after completion of accredited courses up to \$2,750. Reimbursement will be made with the employee paycheck after the employee provides required documentation. Separate check will be provided.

**ARTICLE XXX: SAFETY**

The Employer will make all reasonable provisions for the safety and health of its Employees in accordance with applicable laws. The union agrees to cooperate with the employer in assuring conformance to all established safety regulations.

**ARTICLE XXXI: NON-DISCRIMINATION**

The parties agree not to discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, sexual preference, age, disability or any veteran. Neither the Union nor the Employer shall discriminate against any disabled Employee provided such disability does not interfere with the performance of work responsibilities or duties.)

**ARTICLE XXXII: SEPARABILITY**

If any provision in this Agreement, or the application of any provision to any person or circumstances, shall be held invalid or is in conflict with any present or future federal, state or local law, the remainder of the Agreement or application of such provision to persons or circumstances other than those as to which it is invalid shall not be affected hereby.

**ARTICLE XXXIII: SUCCESSORSHIP**

Before the Employer sells, leases, transfers or assigns the business covered hereby or any part, portion or classification thereof to any purchaser, transferee, assignee or successor, the

Employer agrees that such a purchaser, transferee, assignee or successor shall be advised in writing of the existence of this collective bargaining agreement.

#### **ARTICLE XXXIV: MISCELLANEOUS**

The Employer will make every attempt when an employee escorts a resident to the hospital or doctor's office appointment to have these appointments occur during the employee's scheduled shift, but the parties recognize and agree that the Employer may not be able to guarantee this in all cases. However, the Employer will make a good faith effort to avoid employees having to work over their scheduled shift for this reason. If an employee needs transportation back to the facility because a resident is kept in the hospital after the appointment, the employee will be provided transportation costs back to the facility.

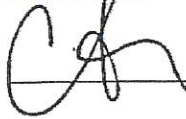
#### **ARTICLE XXXV: DURATION**

This Agreement shall be in full force and effect for the period commencing January 22, 2019, and ending at midnight, June 30, 2021. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90<sup>th</sup>) day immediately preceding the termination date of this Agreement.

IN WITNESS HEREOF, the parties hereto have set their hands and seals this \_\_\_ day of

NATIONAL UNION OF HOSPITAL AND  
HEALTH CARE EMPLOYEES, AFSCME,  
AFL-CIO AND ITS AFFILIATE  
DISTRICT 1/99C

By:

 10/30/19

CHESTNUT NURSING AND  
REHABILITATION CENTER

By:

