

COLLECTIVE BARGAINING AGREEMENT

by and between

ST. IGNATIUS NURSING & REHAB CENTER

and

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

ON BEHALF OF LGPNs AND  
SERVICE AND MAINTENANCE EMPLOYEES

December 1, 2020

to

November 30, 2021

**TABLE OF CONTENTS**

**Page**

**ARTICLE 1 RECOGNITION.....1**

**ARTICLE 2 CLASSIFICATION OF EMPLOYEES .....2**

**ARTICLE 3 REGULAR FULL AND PART TIME EMPLOYEES .....2**

**ARTICLE 4 POOL AND NON-BENEFITTED EMPLOYEES .....2**

**ARTICLE 5 TEMPORARY EMPLOYEES .....3**

**ARTICLE 6 PROBATIONARY EMPLOYEES AND PROBATIONARY PERIOD OF  
EMPLOYMENT.....3**

**ARTICLE 7 UNION SECURITY .....4**

**ARTICLE 8 CONSCIENTIOUS OBJECTORS .....4**

**ARTICLE 9 CHECK OFF.....5**

**ARTICLE 10 BARGAINING UNIT WORK.....6**

**ARTICLE 11 MANAGEMENT RIGHTS.....7**

**ARTICLE 12 NO STRIKES, LOCKOUTS, OR WORK STOPPAGES .....7**

**ARTICLE 13 SENIORITY .....8**

**ARTICLE 14 UNION ACTIVITY, VISITATION AND BULLETIN BOARDS .....9**

**ARTICLE 15 DISCHARGE AND DISCIPLINE .....10**

**ARTICLE 16 GRIEVANCE PROCEDURE.....11**

**ARTICLE 17 ARBITRATION.....12**

**ARTICLE 18 ALCOHOL AND SUBSTANCE ABUSE.....12**

**ARTICLE 19 PAY DAY .....14**

**ARTICLE 20 HOURS OF WORK .....14**

**ARTICLE 21 WAGES .....15**

<b>ARTICLE 22 SHIFTS AND SHIFT DIFFERENTIAL .....</b>	<b>15</b>
<b>ARTICLE 23 OVERTIME .....</b>	<b>16</b>
<b>ARTICLE 24 LAYOFF.....</b>	<b>16</b>
<b>ARTICLE 25 RECALL.....</b>	<b>16</b>
<b>ARTICLE 26 SUPER SENIORITY.....</b>	<b>17</b>
<b>ARTICLE 27 JOB POSTING.....</b>	<b>17</b>
<b>ARTICLE 28 PROMOTION.....</b>	<b>18</b>
<b>ARTICLE 29 TEMPORARY TRANSFERS .....</b>	<b>18</b>
<b>ARTICLE 30 UNCLASSIFIED JOBS.....</b>	<b>18</b>
<b>ARTICLE 31 SAFETY.....</b>	<b>18</b>
<b>ARTICLE 32 EMPLOYMENT SERVICE .....</b>	<b>18</b>
<b>ARTICLE 33 LEAVE OF ABSENCE .....</b>	<b>19</b>
<b>ARTICLE 34 PERSONNEL FILES .....</b>	<b>20</b>
<b>ARTICLE 35 RESIGNATION.....</b>	<b>21</b>
<b>ARTICLE 36 MISCELLANEOUS GENERAL PROVISIONS .....</b>	<b>21</b>
<b>ARTICLE 37 UNIFORM ALLOWANCE .....</b>	<b>22</b>
<b>ARTICLE 38 VACATION.....</b>	<b>22</b>
<b>ARTICLE 39 HOLIDAYS.....</b>	<b>24</b>
<b>ARTICLE 40 PERSONAL DAYS.....</b>	<b>25</b>
<b>ARTICLE 41 HEALTH INSURANCE .....</b>	<b>25</b>
<b>ARTICLE 42 SICK LEAVE.....</b>	<b>28</b>
<b>ARTICLE 43 FUNERAL LEAVE .....</b>	<b>29</b>
<b>ARTICLE 44 JURY DUTY .....</b>	<b>30</b>
<b>ARTICLE 45 WORKER’S COMPENSATION.....</b>	<b>30</b>

<b>ARTICLE 46 TUITION REIMBURSEMENT PROGRAM.....</b>	<b>31</b>
<b>ARTICLE 47 IN-SERVICE TRAINING .....</b>	<b>31</b>
<b>ARTICLE 48 INSURANCE PROGRAMS .....</b>	<b>31</b>
<b>ARTICLE 49 PENSION PLAN.....</b>	<b>32</b>
<b>ARTICLE 50 CONTRACT RATIFICATION BONUS.....</b>	<b>32</b>
<b>ARTICLE 51 CREDIT UNION .....</b>	<b>32</b>
<b>ARTICLE 52 SUCCESSORSHIP .....</b>	<b>32</b>
<b>ARTICLE 53 NON-DISCRIMINATION.....</b>	<b>32</b>
<b>ARTICLE 54 SEPARABILITY .....</b>	<b>32</b>
<b>ARTICLE 55 DURATION.....</b>	<b>33</b>

## **AGREEMENT**

THIS AGREEMENT, made and entered into to be effective as of the 22<sup>nd</sup> day of October, 2015, by and between ST. IGNATIUS NURSING & REHAB CENTER (hereinafter called the “Home,” “St. Ignatius” or “Employer”), located at 4401 Haverford Avenue, Philadelphia, PA, and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C (hereinafter called the “Union”), with its offices at 1319 Locust Street, Philadelphia, PA 19107, acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the “Employees.”

### **WITNESSETH:**

WHEREAS, the Home is engaged in furnishing an essential public service vital to the health, welfare, safety and comfort of the community and more particularly to the elderly and infirmed persons residing at the Home; and

WHEREAS, both the Employer and its Employees have a high degree of responsibility to the public in so serving the general public and the elderly and infirmed persons residing at the Home without interruption of this essential service; and

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 residents of the Employer as well as of its Employees and to avoid interruptions and interferences with services to residents 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 1 RECOGNITION**

1.1 (a) St. Ignatius recognizes the Union as the sole and exclusive collective bargaining representative of all Employees in the following bargaining units composed of all regular full-time and regular part-time Employees, who work sixteen or more hours a week including Activities Assistants, Nurse’s Aides, Social Service Aides, Physical Therapy Aides, Recreation Aides, Receptionist, Dietary, Maintenance, Housekeeping, Laundry, Medical Records, Central Supply Employees and Licensed Practical Nurses (LPNs), and Lead LPN employed by the Employer at its 4401 Haverford Avenue, Philadelphia, PA facility, as certified by the National Labor Relations Board in Case #4-RC 16795, and #4-RC 1916 except as otherwise provided herein and except when such a position may be filled by a Felician Sister.

(b) Excluded from the bargaining units are all other Employees, including but not limited to Registered Nurses, Business Office Clericals, Confidential Secretary, Temporary Employees, Part-time Employees who work less than sixteen (16) hours a week, or who work

fewer than thirty-two (32) hours a week exclusively on weekends so as to permit full-time bargaining unit employees to have every other weekend off, Managerial Employees, Professional Employees, Guards and Supervisors as defined in the Act.

1.2 Whenever the word “Employee” is used in this Agreement, it shall be deemed to mean an Employee in the bargaining units covered by this Agreement, as defined in Article 1, Section 1, hereof.

1.3 When a new Employee subject to this Agreement is hired, the Employer shall deliver to such Employee a written notice that the Home recognizes and is in a contractual relationship with the Union. The Home shall advise such new employees by quoting or paraphrasing the provisions of Articles 7 (Union Security) and 9 (Checkoff) of this Agreement.

## **ARTICLE 2 CLASSIFICATION OF EMPLOYEES**

2.1 Employees hired at St. Ignatius Nursing & Rehab Center shall be classified as either: regular full-time employees, regular part-time employees, pool employees, non-benefitted employees, temporary employees or probationary employees.

## **ARTICLE 3 REGULAR FULL AND PART TIME EMPLOYEES**

3.1 Regular full-time Employees are Employees covered by this Agreement who have successfully completed their probationary period of employment and who are regularly scheduled to work five full work shifts per week. A full work shift is presently defined as eight consecutive hours of work plus a one half hour meal period.

3.2 Regular part-time Employees are Employees covered by this Agreement who have successfully completed their probationary period of employment and who are regularly scheduled to work fewer than forty (40) hours per week.

(a) Except as may be provided elsewhere in this Agreement, regular part-time employees are eligible only for holiday, vacation, and sick leave benefits on a pro-rated basis depending on the number of hours they worked in the preceding calendar quarter, with five hundred and twenty (520) hours of work equaling one hundred percent (100%).

## **ARTICLE 4 POOL AND NON-BENEFITTED EMPLOYEES**

### **4.1 Pool Employees**

(a) Pool employees shall be defined as employees whose names are kept on a special list of those available to work periodically when a short term vacancy needs to be filled.

(b) An employee classified as a Pool Employee shall be required to join the Union if called upon to work beyond sixty (60) days in a calendar year.

#### 4.2 Non Benefitted Employees

(a) Non Benefitted (NB) Employees shall be those employees who receive a higher wage rate (see Wage Schedule), but without benefits.

(b) Within thirty (30) days from the date of the execution of a collective bargaining agreement between St. Ignatius and 1199C, all regular full and part-time LPNs shall have the option of being classified as benefitted (B) or non-benefitted (NB). Thereafter such Employees may change their designation the first week in January and the first week of July subject to enrollment restrictions that may be imposed by a bona fide insurance provider.

### **ARTICLE 5 TEMPORARY EMPLOYEES**

5.1 A temporary Employee is a person who has either been hired to temporarily replace a bargaining unit employee who is not available for work or who has been hired for a special project not to exceed three (3) months. The three (3) month time period may be extended with Union consent and such consent shall not be unreasonably withheld.

5.2 A temporary employee shall be so informed that he or she is a temporary employee at the time of hire.

5.3 Except as otherwise required by law, no other benefits shall be paid to temporary employees until such employee has worked for a total of six (6) months whereupon such employee shall become eligible for other contractual benefits.

### **ARTICLE 6 PROBATIONARY EMPLOYEES AND PROBATIONARY PERIOD OF EMPLOYMENT**

6.1 A Probationary employee is an employee who has not yet completed the period of probation for his/her position.

6.2 Newly-hired regular full-time Employees shall be considered probationary Employees for a period of sixty (60) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence.

6.3 Newly hired regular part-time Employees shall be considered probationary Employees for a period of forty-five (45) working days.

6.4 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.

**ARTICLE 7  
UNION SECURITY**

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

7.2 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, provided, however, Employees belonging to a bona fide religion, body, or sect which historically has held conscientious objections to joining or financially supporting labor organization shall not be required to join the Union if they contribute a sum equal to dues and initiation fee to the Lupus Foundation, Sickle Cell Anemia Foundation or the Philadelphia Aids Coalition.

7.3 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, provided, however, Employees belonging to a bona fide religion, body, or sect which historically has held conscientious objections to joining or financially supporting labor organizations shall not be required to join the Union if they contribute a sum equal to dues and initiation fee to the Lupus Foundation, Sickle Cell Anemia Foundation or the Philadelphia Aids Coalition.

7.4 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.

7.5 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.

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

**ARTICLE 8  
CONSCIENTIOUS OBJECTORS**

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

8.2 Such Employees shall be required, as a condition of continued employment, to remit to either the Lupus Foundation, Sickle Cell Anemia Foundation, or the Philadelphia Aids Coalition, 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 "A".

8.3 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 are not limited to, the expense of Union representation at all stages of the grievance procedure, 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 Employee shall be taken to arbitration.

(c) If fees are due and owing to the Union under the provision, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit "A", attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.

(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 9 CHECK OFF**

9.1 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 the Union.

9.2 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.

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

9.4 The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during the pay period in which dues are deducted, shall have failed to have received sufficient wages to equal the dues deduction.

9.5 Each month, the Employer shall remit to the Union all deductions for dues, and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

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

9.7 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "B", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the Union to the credit or account of said Employee. It is understood that such check-off remittance shall be made by the Employer whenever feasible.

9.8 The Employer agrees to make a payroll deduction quarterly as follows: On or about January 1st, April 1st, July 1st and October 1st or nearest pay day following such dates. The deduction shall come from the pay of an Employee authorizing such deduction for the benefit of the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "C". This deduction shall be made quarterly as set forth above for those employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all quarterly deductions to District 1199C by separate check each quarter.

9.9 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 or 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.

## **ARTICLE 10 BARGAINING UNIT WORK**

10.1 Non-Felician Sisters 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 patient health, safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

10.2 Nothing contained within this Agreement shall preclude a Felician Sister from performing or assisting in bargaining unit work that is related directly or indirectly to patient care

provided there has been a prior pattern of the Felician Sisters providing such or performing such work services in the past and provided that a Felician Sister does not permanently replace a bargaining unit employee.

## **ARTICLE 11 MANAGEMENT RIGHTS**

11.1 Except as modified or restricted by a specific provision of this Agreement, the management of the Home and the direction of the working force is vested exclusively with the Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related to resident care, research, training, operations, services and maintenance of the facility; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote, transfer, assign job duties, lay off and recall Employees to work; to determine starting and finishing times and the number of Employees and the duties to be performed; to maintain the efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service to transfer and assign employees; to control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operation of divisions, departments and all other units of the Employer, the assignment of work, the qualifications required and the size and composition of the work force; to make or change facility rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the facility, attain and maintain full operating efficiency and optimum resident care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

11.2 The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain resident and patient care and full efficiency.

## **ARTICLE 12 NO STRIKES, LOCKOUTS, OR WORK STOPPAGES**

12.1 Employees shall not engage in any strike, slowdown, sit-down, sick-out, work stoppage, or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefor. Neither the employees, the Union, nor any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, sympathy strike, slowdown, sit-down, sick-out, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement. The Employer, at its discretion, may discipline or discharge only those who instigated, incited, induced or were leaders in such actions.

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

12.3 In the event of a violation of this Section, No Strikes, Lockouts, or Work Stoppages, 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 the Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he may deem appropriate to terminate such violation of this provision. 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, application or petition of the Employer. The same procedure shall be applicable in the event of a violation of paragraph No Lockouts by the Employer.

12.4 Employees participating in any strike or concerted work stoppage as set forth in Section 1 above may be subject to discharge.

### **ARTICLE 13 SENIORITY**

#### 13.1 Definition.

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

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

#### 13.2 Accrual.

(a) An 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.

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay for a period up to six (6) months for Employees with more than one (1) year of seniority.

(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 a regular full-time or regular part-time Employee, then their seniority shall be retroactive to their date of employment.

13.3 Loss of Seniority. Seniority and the employment relationship shall cease if any of the following occur:

(a) The Employee is discharged for just cause;

(b) The Employee quits, resigns, retires, or takes a job elsewhere when his or her regular work is available at the Home.

(c) The Employee is laid off for a period of twelve (12) months or a period exceeding the length of the Employee's continuous service, whichever is less;

(d) The Employee is absent from work forty-eight (48) consecutive hours without prior and proper notification to the Employer, and unless the Employee presents an excuse acceptable to the Employer.

(e) The Employee fails to report for work following recall from layoff, or a decision of an arbitrator reinstating an Employee who was discharged within seven (7) working days after being notified by telegram or certified mail at the last address in Employer's records. Employer shall also send a copy of the notification to the Union.

(f) The Employee fails to return to work following the expiration of a disciplinary suspension, leave of absence, sick leave or vacation, unless the Employee presents an excuse acceptable to the Employer.

(g) While on a leave of absence, an Employee takes another job during his/her normal working hours without written permission of the Administrator.

(h) Falsifies the reason for a leave of absence whether such leave is paid or unpaid.

#### 13.4 Application of Seniority.

(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 except as provided below.

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

13.5 Seniority List. The Employer shall provide to the Union and post at least every six months an updated service list.

13.6 Part-time, Pool, and Temporary Employees. These Employees shall accrue seniority on a pro-rata basis after completing sixty (60) days of work, retroactive to their date of hire.

### **ARTICLE 14 UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

14.1 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 enters the Employer's premises, he/she shall notify the Administrator or person in

charge of his/her visit so that his/her activities 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 accomplish the purpose of his/her visit.

14.2 Whenever a Union delegate finds it necessary to investigate a grievance, he/she must receive the permission of his/her supervisor. In the event the grievance involves another employee, the delegate must receive the permission of the other employee's supervisor to meet with the employee. Permission shall not be unreasonably denied. In no event shall the investigation of a grievance interfere with the orderly operation of the Home.

14.3 The Employer shall provide an enclosed bulletin board for the exclusive use of the Union for the purpose of posting of routine Union notices.

14.4 As many as two (2) Employees elected as Union delegates, shall be permitted to attend regular delegate assembly meetings provided such employees provide the Employer with no less than one (1) week's advance notice of same and provided that Employer operations shall not be impaired.

14.5 The Employer agrees to pay each delegate their regular straight-time wage for up to four (4) days of delegate training per year. Such time shall not count as hours worked for purposes of determining overtime pay. In no event shall such payments cover more than six (6) Union delegates. To be eligible to receive pay under this section, the delegate must schedule the time off at least two (2) weeks in advance.

## **ARTICLE 15 DISCHARGE AND DISCIPLINE**

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

15.2 Employee lateness may be addressed in the next payroll period. If any incident of lateness is not made the basis of written counseling or other discipline within the next payroll period, it will not be made the basis of any future counseling or disciplinary action.

15.3 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 three (3) 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 2 of the Grievance Procedure.

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

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

16.1 Should any grievance arise as to the interpretation of or alleged violation of this Agreement, the Employee or Employees affected or the Union shall process the grievance in accordance with the following procedure:

**Step One:** The Employee or Employees affected and/or their union delegate shall take the matter up with his Department Head within five (5) days of its occurrence, either directly or through a representative of the Union in an attempt to effect a satisfactory settlement. The Department Head shall have five (5) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or Union may within five (5) days after the Department Head's answer initiate the next step in the grievance procedure.

**Step Two:** The grievance shall be reduced to writing and signed by the grievant and the Union and referred to the Administrator or his designee. The Administrator or his designee shall have three (3) days after receipt of the grievance to give his answer. If no satisfactory settlement is reached within three (3) days after the Administrator's answer, the grievant or the Union may appeal the matter to arbitration upon written notice to the Employer and the American Arbitration Association by registered mail within twenty-five (25) days (thirty (30) days in discharge or suspension cases) of the answer of the Administrator. The arbitration shall proceed in accordance with the current rules for voluntary labor arbitration of the American Arbitration Association.

16.2 Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.

16.3 The disposition of any grievance at any step of the grievance procedure by agreement between the Employer and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby.

16.4 Saturdays, Sundays, and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

16.5 An employee who has been discharged or suspended shall bypass Step One of the Grievance Procedure and file his grievance directly with the Administrator within five (5) days of the discharge or suspension. The grievance shall then be processed in accordance with Step Two of the Grievance Procedure.

An Employee who is to be suspended or discharged shall have the right if he desires to have a Union delegate represent him.

The Union will be notified by the Home of the discharge of an Employee within two (2) days of the discharge.

16.6 A grievance which affects a majority of the bargaining unit which the Employer's representative designated in Step One lacks the authority to settle may initially be presented at Step Two by the Union representative.

## **ARTICLE 17 ARBITRATION**

17.1 The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

17.2 The decision of the arbitrator shall be final and binding upon the Employer, Union, and the Employees covered by this Agreement.

17.3 The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

17.4 Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One (1) of the Grievance Procedure, except if the grievance concerns an error in the employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred. 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 or other compensation that the aggrieved Employee(s) may have received from any source during the work hours that Employee customarily worked at the Home prior to being dismissed. The purpose of this Section is to avoid a "double dip" recovery.

## **ARTICLE 18 ALCOHOL AND SUBSTANCE ABUSE**

18.1 Both the Employer and the Union are committed to the health and wellbeing of all Employees who work at the Home, and as such seek to establish, promote and preserve a work force free from the debilitating effects of alcohol, drug and substance abuse.

18.2 Employees who work while under the influence of alcohol, drugs or other controlled substances present a clear and present hazard to themselves, their co-workers and the residents they are entrusted to serve.

18.3 Employees with an alcohol, drug or substance abuse problem are encouraged to contact his or her supervisor, the Employer's personnel department, or a Union representative for assistance. The Employer and Union will, at the Employee's request, refer him or her to an appropriate agency or clinic for professional assistance. All communications will be held in confidence. Employees who voluntarily acknowledge an alcohol, drug or substance abuse



problem and seek professional assistance will not be subject to discipline. However, an Employee who possesses, uses, sells, or distributes alcohol, drugs or any controlled substance while on the Home's premises or refuses to submit to blood, urine or to other diagnostic tests, shall be subject to discipline under Section 3, including immediate discharge.

18.4 Discipline to be imposed for the violations of the alcohol and drug abuse policy shall be governed by the provisions set forth below.

(a) The possession, use, sale, or distribution of alcohol, drugs or any controlled substance by anyone while on the premises of the Home shall be cause for immediate dismissal. All illegal substances will be confiscated and the appropriate law enforcement agencies will be notified.

(b) An Employee shall be required to submit to blood, urine, or to other diagnostic tests to detect alcohol and/or drugs in his or her system under the following circumstances (1) prior to completion of probation, (2) whenever the Employee's observed behavior raises a reasonable suspicion in the mind of the Employer of drug or alcohol use, (3) post-accident/injury when warranted in the judgment of the physician. The Employee is entitled to have a Union representative present during the initial collecting of the specimen. An Employee actively at work who is found to have a detectable concentration of alcohol or any non-prescription drug in his or her system shall receive a seven-day work suspension on the first offense and shall be required to participate in an appropriate rehabilitation program. In addition, the Employee shall be placed on probation for three (3) months and shall be subject to random drug and alcohol testing during the probationary period. If the Employee tests positive for the use of drugs or alcohol during the probationary period, he or she shall be discharged. An Employee who tests positive for the use of drugs or alcohol upon completion of probation, or post-accident shall be discharged. An employee who tests positive following testing prior to return to work as described above shall receive a seven-day work suspension on the first offense and shall be required to participate in an appropriate rehabilitation program, and shall not be eligible to return to work until a follow-up test is negative.

(c) Any Employee, whether on probation or not, who refuses to submit to testing shall be subject to immediate discharge.

#### **Drug Paraphernalia:**

(d) Employees are prohibited from bringing drug paraphernalia into the Home or its property at any time. An Employee who possesses or distributes such paraphernalia while on Home property shall be subject to disciplinary action up to and including discharge.

#### **Searches:**

(e) The Home shall retain the right to carry out reasonable searches of Employees and their property if it has reasonable suspicion of drug or alcohol possession or use. The Employee whose person or property is to be searched is entitled to have a Union representative present while the search is being conducted. An Employee who refuses to submit immediately to such a search shall be discharged on the first offense.

**ARTICLE 19**  
**PAY DAY**

19.1 Where Employee paychecks shall be issued every other Thursday for work performed for the preceding work weeks. The pay period shall be from Sunday through Saturday. In the event of a holiday, the Department Head or Supervisor will notify employees in their department of the day when paychecks will be available.

19.2 Employee paychecks will not be released to any other person unless the Home receives prior written authorization from the employee. Payroll checks will not be issued in advance of the regularly scheduled pay day. Vacation checks will be issued with the Employee's last scheduled pay check before vacation if the Employee makes a timely request.

19.3 All payroll errors which are the fault of the employer and exceed fifty dollars (\$50) shall be corrected within two (2) working days (excluding Saturday, Sunday, and holidays) from the date the employee notifies the Home's business office of the error. For payroll errors where there is no attempted punch or the missing hours are due to the fault of the Employee, the missing hours will be paid out in the following payroll.

**ARTICLE 20**  
**HOURS OF WORK**

20.1 The St. Ignatius Nursing & Rehab Center is open twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year.

20.2 A regular full-time work week shall consist of forty (40) hours of work. The work week shall begin on Sunday 12:00 a.m. and end the following Saturday at 11:59 p.m.

20.3 For LPNs, a regular full-time work day shall consist of eight (8) hours of work and a one-half (1/2) hour unpaid meal period. LPNs must punch out and in for all meal breaks. For all other employees, a regular full-time work day shall consist of eight (8) hours of work and a one-half (1/2) hour paid meal period. Meal breaks are to be taken away from the Employee's work station in an authorized area. Should a non-LPN Employee want to leave the Home during the meal period said Employee will first request permission from his/her supervisor, which will not be unreasonably denied, and will punch out and in.

20.4 Employees shall be entitled to two (2) fifteen (15) minute scheduled rest periods per eight (8) hours of work with the rest period assigned at the sole discretion of the Employer. Without the express approval from their Department Head, Employees may not combine meal periods and rest periods.

20.5 The Employer in establishing work schedules shall make a good faith effort to create a work schedule where regular full-time Employees with more than one (1) year of bargaining unit seniority shall be given every other weekend off.

20.6 The Employer shall attempt to post employee work schedules at least two (2) weeks in advance.

20.7 Employees required to work every other weekend may miss one (1) weekend (one or both shifts) in a calendar year without adverse disciplinary consequences (including making up of a missed weekend shift). However, after missing a second weekend shift, employees must make up same and subsequently missed weekends within sixty (60) days of all such missed weekend(s). The Home will offer such employees two (2) or more options for make-up from which an employee must choose on the same shift an employee normally works or on which the employee agreed to work, but missed. Reasons for missed weekends shall not be relevant to the application of this provision.

20.8 In the event Employer fails to timely post its work schedule resulting in an employee not scheduled for work to report to work, the employer shall have the option of paying the employee eight (8) hours reporting pay or offering the Employee an opportunity to work.

20.9 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 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 Employer's 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.

20.10 Nothing in this agreement shall constitute a guarantee of hours of work per day or days of work per week.

20.11 If any present Employee enjoys a better schedule, it shall be maintained absent emergencies. Such special schedule(s) shall cease upon the termination of such employee.

## **ARTICLE 21 WAGES**

21.1 The wage rates for Employees covered by this Agreement shall be set forth in Appendix A and Appendix B.

## **ARTICLE 22 SHIFTS AND SHIFT DIFFERENTIAL**

22.1 The Regular full-time Employees shall work on the shift, shifts, or shift arrangement for which they were hired. This language should not be construed as restricting voluntary acceptance of work. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working, and if more than one (1) Employee applies, such change shall apply to the Employee with the most classification seniority qualified 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.

22.2 Employees may trade days off provided they do so within the same work week and provided it does not cost the Employer any additional money as overtime. The change request must be in writing and submitted to the supervisor or designee for his/her approval prior to the change. Both Employees must sign the request before the change will be considered.

22.3 Employees who work the evening shift and Employees who work the night shift will receive a shift differential as set forth in Appendix A or Appendix B, provided such Employees work at least four hours into their respective shifts.

### **ARTICLE 23 OVERTIME**

23.1 Employees shall be paid overtime pay for all hours worked in excess of forty (40) hours a week. Holiday pay will not count as time worked for purposes of computing overtime.

23.2 Overtime pay shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. Overtime shall not be pyramided.

### **ARTICLE 24 LAYOFF**

24.1 In the event a layoff becomes necessary within a job classification, Employees not covered by this Agreement working in the job classification will be laid off first, then probationary Employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their skill and ability as determined by the Employer.

24.2 In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a less senior Employee in another classification in another department, which the Employee has the ability and qualifications to perform and has held that job classification in the past, then job classification seniority shall prevail in assigning such Employees scheduled to be laid off to such position. This provision is not intended to circumvent the job posting provision of this Agreement. When an Employee fills a vacant position or exercises his/her bumping rights, he/she shall be paid the wage rate of said position. When an Employee exercises such bumping rights, he/she will bump the least senior Employee in that classification.

### **ARTICLE 25 RECALL**

25.1 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. Recall rights do not apply between the service and maintenance and LPN bargaining units.

25.2 It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoff within the service and maintenance bargaining unit, Employees in

job classifications of similar types and requiring similar skills shall be grouped together. The groups shall be:

Dietary  
Housekeeping/Laundry  
Maintenance

25.3 Employees shall be recalled in the reverse order in which they were laid off, except that newly-hired probationary Employees who have been laid off have no recall privileges.

25.4 Employees including those on layoff, shall 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 or telegram will be sent to the Union.

## **ARTICLE 26 SUPER SENIORITY**

26.1 Union Delegates under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their term of office. At the expiration of their term of office, or removal, or resignation, they shall return to their regular seniority standing provided however, such superseniority rights shall apply only in cases of layoff and recall.

## **ARTICLE 27 JOB POSTING**

27.1 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 position or regular part-time position, the Employer agrees to post a notice of such opening for three (3) 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, provided, however, nothing herein shall require the Employer to fill a posted position with an existing Employee. Rather, the Employer at its discretion can fill any posted position with a new Employee. With respect to filling the posted position from existing Employees the following factors will be considered:

- (a) The Employee's present skill;
- (b) The Employee's present ability which shall include knowledge, aptitude, experience and attendance;
- (c) Bargaining Unit Seniority. Bargaining unit seniority shall be controlling where present skill and ability are considered to be equal among the employees who have applied for the job.

**ARTICLE 28  
PROMOTION**

28.1 Bargaining unit seniority shall govern where skill and present ability to perform the new job are considered to be equal.

28.2 An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If removed from the new job during the probation period, because he/she is unable to perform, the Employee shall be returned to his/her former job if such a position is available at his/her former rate of pay, without loss of seniority or other benefits, excepting if discharged for disciplinary reasons.

**ARTICLE 29  
TEMPORARY TRANSFERS**

29.1 Employees may be temporarily transferred to other jobs in order to provide for efficient operation. When an Employee performs work at the request of the Department Head of one (1) hour or more in any day in a higher rated classification than that in which he/she is normally classified, he/she shall be paid at the higher rate of pay for all hours actually worked in the higher classification.

**ARTICLE 30  
UNCLASSIFIED JOBS**

30.1 If the Employer should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall within any classification covered by this Agreement and yet involves duties which render the Employee subject to the Agreement, the wage rate of such Employee shall be determined by negotiation between the Union and the Employer. Before the position is implemented, the wage rate must be mutually agreed upon. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position or change in the duties of the existing position.

**ARTICLE 31  
SAFETY**

31.1 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 32  
EMPLOYMENT SERVICE**

32.1 The Employer shall utilize the Union's Employment Service for the recruitment and referral of qualified persons for bargaining unit job vacancies.

32.2 The Employer shall notify the Union's Employment Service of all bargaining unit jobs and shall afford the Service forty-eight (48) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

32.3 The Employment Service shall be administered by the Union. The cost of operating the Service shall be borne by the Union.

32.4 Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the Employer also retains the right to hire applicants from other sources.

32.5 The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of patients.

### **ARTICLE 33 LEAVE OF ABSENCE**

33.1 Regular full-time employees who have completed twelve months of continuous service may request a non-paid leave of absence usually not to exceed six months. Leaves of absence may be requested for the following reasons: extended illness, personal, maternity, military service, further education.

33.2 A request for a leave of absence must be submitted to the Department Head, in writing, as far in advance as possible, and at least two weeks in advance, of the anticipated leave and should state the reasons therefore. Leaves of absence [except leave for extended illness or other medical reasons] will be granted after consideration of the request on the basis of the employee's need, as well as the employee's work record, and the effect the requested leave will have on the Department and residents. No additional service or benefits accrue during the leave of absence. Accrued vacation and holiday time will be paid in accordance with normal payroll procedures during an approved leave starting when the leave begins.

(a) Leaves for extended illness or other medical reasons shall be granted upon certification by a physician as to the medical necessity for same and an estimate of the probable length of such leave, which for purposes of this section may not exceed twelve (12) months. Upon the termination of any leave within nine (9) months or less (within 12 months or less for Employees with more than five (5) years of service), said Employee shall be eligible to return to his/her prior job classification, regularly scheduled number of hours and shift (but not necessarily the same unit or location). The Home may require second medical opinions at its own cost.

33.3 Depending upon the Employee's length of the leave, the Home may have to fill the position in order to provide continuous patient coverage. The Employer cannot guarantee, but will try to offer, a comparable position and shift upon an employee's return from an approved leave of absence. A good faith effort will be made to reemploy an employee in a similar classification that is vacant and/or which she/he qualifies.

33.4 If a medical leave of absence is requested, all accrued sick time must first be used. In addition, a doctor's note stating the reason for the leave, diagnosis and approximate date of return must be submitted as part of the request. Before returning to work, an employee on medical leave must present a doctor's note acknowledging that the employee is able to return to work.

33.5 The Home treats a leave of absence due to pregnancy the same as a medical leave of absence. Absence for maternity is routinely granted. In no case shall the employee be required to leave prior to childbirth, unless she can no longer satisfactorily perform the duties of her position.

33.6 Military leave of absence shall be granted in accordance with the applicable law.

33.7 During a leave of absence, the employee's personnel record will remain active. However, while on leave of absence an employee does not accrue any vacation or sick leave and is not entitled to any holidays which fall within the period of the leave, or other benefits except as governed by the Family Medical Leave Act (FMLA).

33.8 An employee who becomes disabled must use accrued sick and vacation time prior to being granted an unpaid leave of absence, except for an employee on worker compensation leave.

33.9 When applicable, medical benefits will continue to be paid for the first three (3) months of a leave of absence. The employee may continue benefits beyond that time by paying the full premium. However, arrangement for this must be made in advance with the Business Office.

33.10 Any employee on an authorized leave of absence from the Home, who engages in employment elsewhere, shall be considered to have voluntarily resigned his or her position of employment with the Home. Failure to return to work on the scheduled date of return from any leave of absence will also be treated as a voluntary resignation.

#### **ARTICLE 34 PERSONNEL FILES**

34.1 An Employee, and his/her Union representative and/or delegate, upon written consent of 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 Human Resources Department;
- (b) He/she will not be paid for the time inspecting his file;
- (c) Nothing may be removed from the file; and
- (d) Nothing may be written by the Employee or his/her representative or delegate on any papers in the file.

34.2 All minor infractions on an Employee's records shall be inactive after twelve (12) months, provided that the twelve (12) month period shall be free of related infractions.

34.3 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 35 RESIGNATION**

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

35.2 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 or termination. If notice is not given as provided above, an Employee shall not be entitled to terminal benefits.

35.3 Once notice of resignation is given, no accrued time may be used except for scheduled time off.

### **ARTICLE 36 MISCELLANEOUS GENERAL PROVISIONS**

36.1 The Employer shall prepare and present to the Union and to each Employee a written job description.

36.2 The Employer shall continue to provide a break room.

36.3 The Employer shall continue to provide free parking.

36.4 The Employer will provide a bi-weekly report of accrual balances regarding earned vacation, sick time, and personal days to each Employee eligible for same.

36.5 The Home will provide an FMLA orientation session for all Employees on a yearly basis as part of its in-service fair.

36.6 In order to provide the highest level of resident care, the parties agree to establish a Labor-Management Committee to review practices and make recommendations regarding resident and employee safety, employee training and other issues of mutual concern within the Home. The Committee will meet at mutually agreeable times, which are anticipated to be two or three times a year, upon the written request of either party to discuss subjects identified in the request for the meeting. The Union may designate up to three Employees to attend the meeting, it being understood that the composition of the Committee may change from time to time based upon the subjects to be discussed.

36.7 All changes in Employee compensation or amounts of Employee contributions for insurance coverage that are scheduled to occur in the middle of a payroll period shall take effect at the beginning of the next payroll period. It is understood that the payroll period commences at 10:45 p.m. every other Saturday.

36.8 The Home will notify the Union in advance and permit a Union representative to attend and make a presentation at new Employee orientation sessions.

**ARTICLE 37  
UNIFORM ALLOWANCE**

37.1 The Employer agrees to provide all regular full-time employees who have completed their probationary period and who are required to wear uniforms with a voucher to be used to purchase uniforms from a vendor selected by the Home. The amount of the voucher is set forth in Appendix A and Appendix B.

37.2 New employees who have completed their probationary period and are on the full-time active payroll shall receive the full voucher allowance if hired between July 1st and January 1st and one-half of the voucher amount if hired between January 1st and July 1st.

37.3 Part-time employees shall be provided with uniform vouchers on a pro-rata basis.

**ARTICLE 38  
VACATION**

38.1 Regular full-time and regular part-time employees who have successfully completed their initial probationary employment period and who have worked for the Home at least six (6) months are eligible for paid vacation days in accordance with the following schedule:

(a) During the first eight (8) years of employment with the Home, regular full-time employees are eligible for one paid vacation day for each 208 hours of pay (excluding overtime hours), with a maximum benefit of ten (10) vacations days a year.

(b) After nine (9) years of employment with the Home, regular full-time employees are eligible for 1.4 paid vacation days for each 208 hours of pay (excluding overtime hours), with a maximum benefit of 14 vacation days a year.

(c) After ten (10) years of employment with the Home, regular full-time employees are eligible for 1.5 paid vacation days for each 208 hours of pay (excluding overtime hours), with a maximum benefit of fifteen (15) vacation days a year.

(d) After sixteen (16) years of employment through nineteen (19) years with the Home, regular full time employees are eligible for an additional vacation day per additional year of service. The accrual rate will be 1.6 to 1.9 paid vacation day for each 208 hours of pay excluding overtime.

(e) After twenty (20) years of employment with the Home, regular full-time employees are eligible for 2.0 paid vacation days for each 208 hours of pay (excluding overtime hours), with a maximum benefit of twenty (20) vacation days a year.

(f) After twenty-five (25) year of employment with the Home, regular full-time employees are eligible for 25 vacation days; 2.5 paid vacation days for each 208 hours of pay excluding overtime.

(g) Regular part-time employees after six months of employment are eligible for one paid vacation day for each 208 hours of pay (excluding overtime hours).

38.2 (a) The scheduling of vacations is subject to prior approval by the Department Head who shall not act unreasonably in scheduling vacations. All vacation requests must be submitted in writing to the appropriate Department Head by April 1st. Vacations shall be granted on a job classification per department basis. Preference in vacation scheduling will be accorded on the basis of the date of the written request is received and employee seniority. Vacations selected after April 1st shall be on a first come first served basis provided that at least two (2) weeks advance written notice of a desired vacation time is submitted for approval.

(b) Vacation requests for time off at the end of year (Thanksgiving week through New Year's week) must be submitted in writing to the appropriate Department Head by September 15th. Such end of year vacation requests shall be granted on a job classification per department basis. Preference in vacation scheduling will be acted upon on the basis of classification seniority. Vacations requests for end of the year vacations submitted after September 15th shall be acted upon on a first come first served basis, provided that at least two (2) weeks advance written notice of a desired vacation time is submitted for approval. However, vacation request for end of year vacations submitted by April 1st of that year will be given preference over those submitted by September 15th of the same year. Vacation requests submitted on or before April 1st and September 15th shall be acted upon within two (2) weeks after the two (2) specified dates.

38.3 Vacations may be taken at any time during the calendar year. Generally vacation days may not be taken on a one (1) day at a time basis. However, Employees may take up to fifty percent (50%) of his/her entitlement in single days of vacation per year with proper advanced notice and approval.

38.4 No part of an Employee's scheduled vacation may be charged to sick leave. Employees may carry over one hundred percent (100%) of their annual vacation allowance, subject to a cap equal to twice the amount of their annual entitlement. Employees will not be compensated for vacation time taken beyond the limits specified above, except this shall not apply to employees unable to take vacation due to being placed on worker compensation leave.

38.5 Vacation pay shall be computed on the basis of an Employee's current straight-time hourly rate, including shift differential.

38.6 An Employee shall be paid his/her vacation pay before starting his/her vacation provided two (2) weeks' written notification has been given.

38.7 If a Holiday as set forth in this Agreement 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 employees.

38.8 Employees who are on vacation during a weekend they would otherwise be required to work shall not be required to work such weekend nor to make-up the unworked weekend.

### **ARTICLE 39 HOLIDAYS**

39.1 Regular full-time and regular part-time employees who have completed their probationary period of employment shall be entitled to the following paid holidays within each calendar year:

New Year's Day  
Dr. Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Independence Day  
St. Ignatius Day (July 31st)/Norman Rayford Day (August 28th)\*  
Labor Day  
Thanksgiving Day  
Christmas Day

\*Employees may elect to celebrate St. Ignatius Day (July 31st) or Norman Rayford Day (August 28<sup>th</sup>) by making arrangements with their Department Head before the schedule is posted.

39.2 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.

39.3 Regular full-time employees, not scheduled to work on a recognized holiday, shall be paid the number of hours he or she is regularly scheduled to work at the regular straight hourly time rate, provided that the employee works the scheduled work day immediately preceding and the scheduled work day immediately following the recognized holiday (unless an absence has been approved).

39.4 A regular part-time employee not scheduled to work on a recognized holiday, shall be paid for the holiday on a pro-rated basis based upon the number of paid hours he or she worked during the previous calendar quarter (520 hours = 100%), provided, however, the employee works the scheduled work day immediately preceding and the scheduled work day immediately following the recognized holiday (unless an absence has been approved).

39.5 Regular full-time and part-time employees who work on a recognized holiday will be paid for the day and receive an additional day off with pay at straight time. This additional day off must be arranged with management approval to be taken within 60 days of the recognized holiday. If the holiday is not taken within 60 days it will automatically be paid to the employee. Management will endeavor to see that requests for substitute holidays are honored. If for some reason management cannot meet the 60 day time limit, it may be extended by 30 additional days, at the discretion of the employee.

39.6 Full-time and part-time employees who are required to work on:

Dr. Martin Luther King's Birthday,  
Memorial Day,  
Fourth of July,  
Thanksgiving, and  
Christmas Day  
New Year's Day  
Labor Day

shall be paid time and one-half the employee's regular straight time rate for hours worked on such holiday.

39.7 When one of the holidays falls within an employee's scheduled vacation period, the employee will be credited with the holiday and will not be charged for the vacation day.

39.8 An Employee scheduled to work must work the Holiday to qualify for Holiday Pay.

#### **ARTICLE 40 PERSONAL DAYS**

40.1 Regular full-time employees who have completed one (1) year of employment with the Home shall be eligible for three (3) personal days with pay each year.

40.2 Personal days may be taken only with prior supervisory approval. An employee must advise his/her Department Head ten (10) working days in advance of the date he/she wishes to take as a personal day. This shall not apply in the case of a true emergency, provided advance notice is given consistent with the nature of the emergency and when the employee became aware of it. In no event shall an employee give less than one (1) hour advance notice except in the case where it would be impossible to give advance notice. Personal days may be scheduled adjacent to an employee's scheduled day off.

#### **ARTICLE 41 HEALTH INSURANCE**

41.1 (a) Employees who have satisfactorily completed their probationary period of employment are eligible to participate in the Home's group medical insurance program.

(b) Full-time Employees who are hired after the effective date of this Agreement will be required to participate in the medical insurance program after they have satisfactorily completed their probationary period unless they establish that they have bona fide health insurance through another source, it being understood that having Medicaid does not qualify for exclusion.

(c) Full-time Employees who are eligible to participate in the Home's group medical insurance program and who opt out of individual employee coverage will be paid \$50.00

per month from the Home for each month that they do not participate in the Home’s group medical insurance program.

(d) Eligible Employees will be permitted to add coverage for their dependents under the Home’s group medical insurance program, provided they make the required contributions. Spouses/dependents of Employees who are eligible for coverage under another employer’s plan may not be covered under the Home’s medical insurance program.

(e) The Home will contribute a pro-rata portion of its cost of individual employee coverage for those regular part-time Employees who participate in the Home’s group medical insurance program. The remaining cost plus any differential for dependent coverage will be paid by the Employee.

Time Regularly Scheduled Per Week	Employer’s Pro Rata Contribution
Four (4) eight (8) hour shifts or equivalent	80%
Three (3) eight (8) hour shifts or equivalent	60%
Less than Three (3) eight (8) hour shifts or equivalent	50%

41.2 (a) Existing full-time employees who participate in the Home’s group medical insurance program are required to contribute the percentages of the Home’s monthly premium amount for individual coverage as set forth in Appendix A or B. Employees who have qualifying health insurance coverage through another source and who opt out of the Home’s group medical insurance program will receive a payment of Fifty Dollars (\$50.00) per month.

(b) The following factors will be applied to the cost of individual coverage in determining employee contributions depending on the type of coverage selected:

Type of Coverage	Differential
Employee	1.0 times the individual rate
Employee and Spouse	2.1 times the individual rate
Employee and Children	1.75 times the individual rate
Family	2.9 times the individual rate

(c) The Home will offer Employees the ability to make their contributions to individual and dependent health care coverage through a cafeteria plan on a pre-tax basis.

41.3 Doctor visits shall be Primary \$20.00/visit/co-pay; Specialist \$40.00/visit/co-pay.

**Prescriptions shall be:**

Generic	\$20.00
Brand	\$40.00
Out of Formulary	\$60.00

41.4 The Employer shall have the right to change its insurance plan after notification to and meeting within thirty (30) days with the Union. Such Plan change shall not decrease employee coverage.

41.5 The Employer will pay for individual employee and family coverage for the employee’s spouse and dependent children beginning the month following the employee’s completion of his or her probationary period of employment, and subject to the provisions of 41.1 and 41.2.

41.6 Until such time as a regular full-time employee becomes eligible for participation in this paid supplemental employment benefit, such employee may participate in the health plan through payroll deductions. Inclusion in an employee health plan is not automatic. Application for participation must be made with the Home’s business office.

41.7 a. Current deductible cards will expire on June 30, 2017. The maximum deductible for individual coverage will be reduced from \$3,000.00 per year to \$500.00 per year effective July 1, 2017. The maximum deductible for family coverage will be reduced from \$6,000.00 per year to \$1,000.00 per year effective July 1, 2017.

b. The Home will absorb the \$20.00 cost of employee co-pays for doctor visits for each of the following:

Category	Procedure
Well Child Care	Examinations
	Immunizations
Adult Care	Examinations (one per calendar year)
	Immunizations
	Preventive gynecological exam (one per calendar year) including Pap smear and lab fees
	Routine mammogram (females age 40 and over)

	Preventive digital/rectal/prostate specific antigen test (age 40 and over)
	Colorectal cancer screening (age 50 and over)

c. The parties agree to draft a side letter concerning the possible creation of a new flexible spending account plan.

41.8 A pamphlet describing the benefit coverage will be made available to each employee when an employee applies for benefits.

41.9 Employees who leave the Home's employ who were eligible and participating in the Home's health plan will continue to receive coverage to the end of the month of their employment separation, at which time it will become their personal financial obligation to continue to participate in such a health plan.

41.10 In the event of a work related injury or accident that precludes a participating and eligible employee from reporting to work or after three (3) months of continued Employee absence, the Home shall discontinue to provide Employer paid health plan coverage. The Employee, may however, elect to continue to receive such benefits provided, however, the Employee pays for such benefits by making arrangements with the Home's business office.

**ARTICLE 42  
SICK LEAVE**

42.1 All regular full-time and regular part-time Employees who have satisfactorily completed their probationary period of employment shall be eligible for paid sick leave benefits in accordance with the schedule presently in force.

42.2 Sick leave can be accumulated up to a maximum of sixty (60) days.

42.3 Employees who have accumulated one hundred fifty (150) or more hours of paid sick time in their bank may sell sick time, which exceeds one hundred fifty (150) hours to the Home. The Home will purchase such sick time dollar for dollar at the Employee's then current straight time hourly rate. Employees shall notify their department head in writing prior to December 1st of their intent to sell sick time exceeding one hundred fifty (150) hours, and shall receive a separate check at their next regularly scheduled pay period which in no event shall be less than one (1) week after December 1st.

42.4 Paid sick leave days can be used only in the event of an Employee's actual illness, a dentist or doctor visit. Employees who become ill shall notify the Home at least two (2) hours before the start of their work day.

42.5 Employees who are out sick more than one day shall keep their supervisors informed of their status on a daily basis. The Employer shall have the right to require an Employee to produce a doctor's note when it reasonably believes there may be or there appears



to be a possible abuse of sick leave benefits or when there has been a pattern of Employee absence related problems.

42.6 A regular full-time employee who has completed his probationary period may use up to four (4) sick days to care for ill members of the employee's immediate family.

42.7 Employees will be eligible to earn paid sick days beginning upon the successful completion of their probationary period. Existing employees as of December 11, 2010 will be eligible to earn sick days up to the maximum number of sick days in effect for them as of July 1, 2011, but will not progress on the scale after that date. Employees who are hired after that date and prior to October 22, 2015 will be eligible to earn up to a maximum of nine (9) paid sick days per year. Employees who are hired after October 22, 2015 will be eligible to earn up to a maximum of seven (7) paid sick days per year, in their first year of employment, eight (8) paid sick days in their second year of employment and nine (9) paid sick days in their third year of employment and thereafter. Employees will be credited with one day (8 hours) of sick pay based upon their receipt of the following straight-time pay:

Maximum Annual Eligibility	Hours of Straight-Time Pay
7 days	297.14
8 days	260.00
9 days	231.11
10 days	208.00

42.8 Employees who are on the scale at eleven (11) or twelve (12) sick days may, at their option, elect to cash in their ability to accrue more than ten (10) sick days as follows: By December 1, 2015, the employees may elect to cap their sick days at ten (10) per year. Those currently on the scale for twelve (12) sick days will receive five (5) days of pay, to be paid out one day per year before the end of each calendar year of this Agreement. Those currently on the scale for eleven (11) sick days will receive two and a half (2 ½) days of pay, to be paid out one-half day per year before the end of each calendar year of this Agreement.

### **ARTICLE 43 FUNERAL LEAVE**

43.1 Regular full-time employees who have completed their probationary period of employment, and upon timely and proper notice and departmental authorization, will be entitled to three (3) scheduled work days off with pay to attend to the responsibilities resulting from death of a member of the employee's immediate family. For the purpose of this policy, "immediate family" includes spouse, child, parent, brother, sister, grandparent, and grandchild.

43.2 Employees who have completed their probationary period shall be granted one (1) day off with pay which they would otherwise be required to work in order to attend the funeral in the event of the death of a parent-in-law.

43.3 Regular part-time employees who have completed their probationary period of employment shall be entitled to prorated benefits subject to proper and timely notification and departmental approval.

#### **ARTICLE 44 JURY DUTY**

44.1 Regular full-time and regular part-time employees will be given time off for the length of jury duty, provided that sufficient advance notice is given to the Home. Receipt of notice for jury duty must be reported immediately to the Home.

44.2 The Home may request that the employee be excluded or exempt from jury duty, if in its opinion the Employee's services are essential at the time of jury duty.

44.3 Upon return to work and presentation of evidence of actual jury duty, the Home will pay the difference between the amount the employee would have earned, and the amount actually received for jury duty, up to a maximum of fifteen (15) working days.

#### **ARTICLE 45 WORKER'S COMPENSATION**

45.1 Time lost from work due to an "on the job" injury or illness, may be covered by Worker's Compensation Benefits which begin after the eighth day of disability.

45.2 All work-related accidents and injuries, no matter how minor, must be reported immediately to the Employer. An "Employee Incident Report" must be completed and forwarded to the Office of Administration. Failure to report an injury may result in the disqualification of benefits.

45.3 (a) Employees receiving workers' compensation benefits for an injury on the job who are not able to return to their regular jobs on a full-time basis will be eligible to participate in a transitional return-to-work program (TRWP) if they are anticipated to progress in their recovery. Employees with restrictions that would permanently prevent them from returning to the job and hours worked at the time of injury are not eligible for participation in the TRWP.

(b) Employees may be assigned to the TRWP for a period of up to thirteen (13) weeks, which may be extended by the Home, or until such earlier date that they are able to perform all of the essential functions of their regular jobs on a full-time basis.

(c) During the TRWP, a participating Employee will be paid at seventy-five percent (75%) of the of the Employee's current job for the Employee's current job and will earn his/her regular benefits on a pro rata basis based upon the number of hours worked. Employees participating in the TRWP will be eligible to seek recovery for any remaining wage loss under the Workers' Compensation Law.

(d) As part of the TRWP, a participating Employee may be assigned duties inside or outside the bargaining unit based upon the Employee's medical restrictions. Employees assigned to duties outside the bargaining unit will retain their other rights under this Agreement.

**ARTICLE 46  
TUITION REIMBURSEMENT PROGRAM**

46.1 Regular full-time employees with twelve (12) months of continuous employment with the Home are eligible to participate in the Home's Tuition Reimbursement Program. Under this program, the Home will reimburse an employee up to twenty-five hundred dollars (\$2,500.00) a year for tuition expenses for courses of study that directly benefit the employee's employment within the Home. However, no course may be taken during the Employee's regular scheduled hours of work.

46.2 To be eligible to participate in the Tuition Reimbursement Program, an employee must have a satisfactory work record, file an application with the Home's Administrator in advance of enrollment, receive prior written approval from the Home's Administrator that he or she is eligible, and satisfactorily complete the course with a final grade of "C" or better.

46.3 The program will reimburse only tuition costs and will not reimburse an employee for the cost of registration, books or lab fees, etc.

46.4 Employees who participate in this program, must, upon completion of the course, remain with St. Ignatius Nursing Home for at least six (6) months. Should the employee leave the Home's employ before the six (6) months, the employee must reimburse the Home for tuition reimbursement received.

46.5 The Tuition Reimbursement Program will continue to be granted depending on the Home's ability to fund the program. For an application, contact the Human Resource Department.

**ARTICLE 47  
IN-SERVICE TRAINING**

47.1 The Home shall continue to conduct periodic in-service training programs designed to enable each employee to increase his or her skills.

**ARTICLE 48  
INSURANCE PROGRAMS**

48.1 Life Insurance: Regular full-time and regular part-time employees who have completed their initial probationary period of employment are eligible for employer-paid \$10,000 of term group life insurance benefits. All eligible employees will receive a booklet detailing the provisions of this plan. Benefits will discontinue upon employment separation.

48.2 Long Term Disability Insurance: During the life of this collective bargaining agreement, the Home shall continue to provide all benefited Employees with the same long term disability insurance presently in effect for them.

**ARTICLE 49  
PENSION PLAN**

49.1 The pension plan presently in effect for covered Service and Maintenance Employees shall continue in full force and effect with contributions at the rate set forth in Appendix B.

**ARTICLE 50  
CONTRACT RATIFICATION BONUS**

50.1 All full-time and part-time Employees who have successfully completed their probationary period as of the effective date of this Agreement shall be entitled to receive a contract ratification bonus equal to one percent (1%) of the gross W-2 wages paid to them during the period from March 8, 2020 through December 31, 2020. Such amount shall be payable as an additional wage payment payable with wages for the first payroll period to begin in 2021.

**ARTICLE 51  
CREDIT UNION**

51.1 All employees after six (6) months of employment at the Home may qualify for membership in the St. Ignatius Parish Federal Credit Union. Applications are made through the credit union representative and are subject to the criteria of eligibility as established by the Credit Union.

**ARTICLE 52  
SUCCESSORSHIP**

52.1 Before the Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transfer, 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. The Employer further agrees that a copy of said notice shall be sent to all parties to this Agreement.

**ARTICLE 53  
NON-DISCRIMINATION**

53.1 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 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 54  
SEPARABILITY**

54.1 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 thereby.

**ARTICLE 55  
DURATION**

55.1 (a) Either party may reopen the health insurance article in this Agreement effective on or after July 31, 2017. Notice of a desire to reopen shall be given a minimum of sixty (60) days prior to the proposed effective date of any changes. The Union's right to reopen the health insurance article shall apply only if the Union can propose a lower cost plan to the Employer and Employees. The no-strike no-lockout provisions of this Agreement shall be waived no earlier than December 1, 2017 if one of the parties desires to reopen and the parties are unable to reach agreement on the health insurance article in this Agreement to become effective on or after January 1, 2018. Notwithstanding the foregoing, the no-strike no-lockout provisions of this Agreement shall not be waived, and the Employer shall have the right to change the health care plan design for the purpose of avoiding the Cadillac tax under the Affordable Care Act or any additional cost mandates under the Affordable Care Act, provided that such plan design changes by the Employer do not increase the Employee's rate of contributions set forth above.

(b) This Agreement shall be in full force and effect for the period commencing December 1, 2020, and ending at midnight, November 30, 2021. The Employer and the Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto intending this to be effective December 1, 2020 have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_ 2020.

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

ST. IGNATIUS NURSING & REHAB  
CENTER

  
Chris Woods (Jan 14, 2021 09:29 EST)

  
Susan McCrory 1/18/2021

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## Appendix A

### LPNs

**1.1** The wage rate for Benefited Licensed Practical Nurses shall be increased by two percent (2.0%) effective January 1, 2021:

Years of Service	Effective 1/1/21
0 – 3	\$28.00
More than 3	\$31.00

New Employees with experience as an LPN at another healthcare institution who are hired as a Benefited LPN, shall be placed in the wage scale based on their years of experience upon the successful completion of probation.

The wage rate for the Lead LPN shall be Three Dollars (\$3.00) per hour higher than the rate for LPNs for all hours spent performing Lead LPN duties.

**1.2** The shift differential for LPNs who work at least four hours into the evening shift or the night shift will be as follows:

Shift	Amount
Evening	\$0.30/hour
Night	\$0.35/hour

**1.3** The value of the uniform voucher will be one hundred forty dollars (\$140.00).

**1.4** Full-time LPNs hired before December 11, 2010 who participate in the Home's group medical insurance program are required to contribute the following percentages of the Home's monthly premium amount for individual coverage as set forth below.

Effective Date Starting:	Employee Contribution Toward:	
	Individual Coverage	Dependent Coverage
January 1, 2013	10% of Monthly Premium	25% of differential

**1.5** LPNs hired after December 11, 2010 who participate in the Home's group medical insurance program are required to contribute the following percentage of the Home's monthly premium amount for individual coverage:

Effective Date Starting:	Employee Contribution Toward:	
	Individual Coverage	Plus Dependent Coverage
January 1, 2013	28% of Monthly Premium	40% of differential

**Appendix B**  
**Service and Maintenance**

**1.1** The wage rate for Service and Maintenance Employees shall be increased by two percent (2.0%) effective January 1, 2021 as follows:

Classification	Effective 1/1/21
Activities Asst.	\$14.42
Cen. Supply Aide	\$14.42
Cen. Supply Tech	\$14.89
Prep Cook	\$14.30
Cook	\$15.58
Dietary Aide	\$13.79
Laundry Aide	\$13.79
Housekeep. Aide	\$13.79
Maint. Mech.	\$19.80
Maint. Gen.	\$15.20
Unit Sec.	\$15.61
CNA/CNA Spec.	\$14.46
Phys. Ther. Aide	\$14.46
Receptionist	\$13.79
Social Wrk. Aide	\$15.45



**1.2** The shift differential for service and maintenance Employees who work at least four hours into the evening shift or the night shift will be as follows:

<b>Shift</b>	<b>Amount</b>
Evening 2:45 p.m. – 11:00 p.m.	\$0.45/hour
Night 10:45 p.m. – 7:00 a.m.	\$0.50/hour

**1.3** The value of the uniform voucher will be one hundred ten dollars (\$110.00).

**1.4** Full-time service and maintenance employees hired before December 11, 2010 who participate in the Home’s group medical insurance program are required to contribute the following percentage of the Home’s monthly premium amount for individual coverage:

Effective Date Starting:	Employee Contribution Toward:	
	Individual Coverage	Dependent Coverage
January 1, 2013	9% of Monthly Premium	25% of differential

**1.5** Service and Maintenance employees hired after December 11, 2010 who participate in the Home’s group medical insurance program are required to contribute the following percentage of the Home’s monthly premium amount for individual coverage:

Effective Date Starting:	Employee Contribution Toward:	
	Individual Coverage	Dependent Coverage
January 1, 2013	15% of Monthly Premium	1/3 of differential

**1.6** Upon the effective date of this Agreement, the Employer’s contribution rate to the existing defined contribution pension plan will be three percent (3%) of wages. The contribution rate will increase as follows:

<b>Effective:</b>	<b>Rate</b>
December 1, 2018	4%

The parties agree to draft a side letter concerning the possible creation of a new floor tech position.