

AGREEMENT

by and between

LINCOLN SPECIALTY CARE CENTER AT VINELAND and

TEAMSTERS LOCAL NO. 35

Effective: October 1, 2020

Expires: September 30, 2024

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## **PREAMBLE**

Lincoln Specialty Care Center at Vineland, located at 1640 South Lincoln Avenue, Vineland, New Jersey, 08360, hereinafter referred to as the "EMPLOYER" or the "COMPANY," and Teamsters Local Union No. 35, affiliated with the International Brotherhood of Teamsters, having its office at 620 U.S. Route 130, Trenton, New Jersey, 08691, hereinafter referred to as the "UNION," agree to be bound by the terms and provisions of this Agreement.

## **ARTICLE 1** **RECOGNITION**

The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of all employees employed as nursing assistants, housekeeping, and/or dietary workers for the purpose of collective bargaining as provided by the National Labor Relations Act, excluding all other employees including but not limited to guards, supervisors, and clerical employees.

## **ARTICLE 2** **SCOPE OF AGREEMENT**

This Agreement constitutes the entire Agreement between the Employer and the Union and concludes for the term hereof all collective bargaining negotiations on all matters relating to wages, hours, employee benefits, and conditions of employment for covered employees except to the extent specifically provided herein.

## **ARTICLE 3** **UNION SECURITY**

All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees covered by this Agreement who are not members of the Union and all employees who are hired hereafter to be covered hereby shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

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

Further, the failure of any person to maintain his/her Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to the maximum Union security which may be lawfully permissible.

The Union agrees to indemnify and hold the employee harmless for any claims made against the Employer by any person for any action taken by the Employer at the request of the Local Union pursuant to this Article.

**ARTICLE 4**  
**CHECK-OFF**

The Employer agrees to deduct from the first pay each month of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Union having jurisdiction over such employees as specified by the Union from time to time, and agree to remit to said Local Union all such deductions in a manner described by the Union prior to the fifteenth (15<sup>th</sup>) of the month for which the deduction is made. Where written authorization is required by law, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law.

The Union agrees to indemnify and hold the employee harmless for any claim made against the Employer by any person for any action taken by the Employer at the request of the Union pursuant to this Article.

**ARTICLE 5**  
**TRANSFER OF COMPANY TITLE OR INTEREST**

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to full Union prior to closing.

**ARTICLE 6**  
**MAINTENANCE OF STANDARDS**

Except as provided in this Agreement, the Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

It is understood that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Except as provided in this Agreement this provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this Agreement.

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

**ARTICLE 7**  
**SHOP STEWARDS**

The Employer recognizes the right of the Union to designate Shop Stewards and Alternates. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provision of the collective bargaining agreement,
2. The collection of dues when authorized by appropriate local union action; and
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information (a) have been reduced to writing, or (b) if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Employer's business. Shop Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Shop Stewards and his/her Alternates and shall not hold the Union liable for any unauthorized acts except as provided in Article 22, No Strike-No Lockout. The Employer in so recognizing such limitations shall have the authority to impose proper discipline including discharge in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Steward shall be permitted reasonable time to investigate, present, and process a grievance on Company property without loss of time or pay during the regular working hours, and where mutually agreeable to the Local Union and the Employer, off the Property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

**ARTICLE 8**  
**DISCHARGE OR SUSPENSION**

**Section 8.01**

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving discharge or suspension of an employee, the Company must immediately notify the employee in writing of his/her discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Union office, within two (2) working days from the time of the discharge or suspension.

**Section 8.02**

With respect to discharge, except for grounds for immediate discharge as set forth below, Employer shall engage in progressive discipline in advance of discharge and such discipline shall only be for just cause.

Section 8.03

The parties hereto agree that causes for immediate dismissal shall include but shall not be limited to the following:

- Calling or participating in any unauthorized strike, work stoppage or slowdowns;
- Reporting for work under the influence of alcohol or narcotics or taking either during working hours or possessing either on the Employer's premises;
- Proven theft or dishonesty and/or unauthorized ringing out of another employee's time card;
- Unprovoked assault on Employer, Employer's representatives, patients or fellow employees;
- Extreme insubordination, if not immediately resolved by the Company and the Chief Steward or Steward;
- Willful destruction or defacement of Company property; and
- Patient abuse.

Section 8.04

Any employee discharged must be paid in full for all wages owed to him/her by the Employer, including earned vacation pay within five (5) days from the date of discharge.

Section 8.05

A discharged or suspended employee must advise his/her Union in writing, within two (2) working days after receiving notification of such action against him/her of his/her desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension or it shall be time barred.

**ARTICLE 9**

**GRIEVANCE AND ARBITRATION PROCEDURES**

Section 9.01

Any grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute arising out of the interpretation or application of this Agreement.

Any grievance arising between the Company and the Union or an employee represented by the Union shall be settled in the following manner.

STEP 1 The aggrieved employee(s) and/or the Shop Steward must present the grievance immediately or as soon as practical to the immediate Supervisor in whose area the grievance arose. The Supervisor, employee(s) and/or the Steward shall orally attempt to resolve the grievance at that time. If no satisfactory settlement is reached the aggrieved employee(s) must present the

Section 9.01 - continued

grievance in writing to the Shop Steward within five (5) working days after the reason for the grievance occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. The Shop Steward shall present the grievance in writing to the Supervisor who shall answer such grievance in writing to the Steward within two (2) working days if no satisfactory settlement is reached.

STEP 2. The Shop Steward and the employee shall, within two (2) working days following the written answer from the Supervisor in Step 1, submit the grievance in writing to the Union's Business Representative. Within five (5) working days, the Business Representative shall meet with a representative of the Company with authority to act to attempt to resolve said grievance unless such time limit is actually extended by mutual agreement of the parties. A decision must be made and a written answer given within five (5) working days after conclusion of the above meeting.

If the Company fails to comply with any settlement of the grievance or fails to comply with the procedures of this Article, the Union has the right to take all legal action to enforce its demands, provided however, no sanctions by way of strike or otherwise shall be imposed by the Union on the Employer as prohibited in Article 21, No Strike-No Lockout.

Section 9.02

In accordance with Article 6, any Shop Steward shall be permitted to leave work for a reasonable time to investigate with all reasonable speed and adjust the grievance of any employee within his/her jurisdiction, after notification to his/her Supervisor provided that such activity shall not interfere with the Employer's operations. Employees shall have the right to have the Shop Steward or a representative of the Union present during the discussion of any grievance with representatives of the Company.

Section 9.03

If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial Arbitrator within five (5) days after receipt of written answer in Step 2 above. The Arbitrator shall be appointed from the panel of arbitrators consisting of Wellington Davis, J.J. Pierson, and Thomas Hartigan on a rotating basis. In the event no Arbitrators on the panel are available, the parties shall seek to mutually agree to the appointment of an Arbitrator. If the referenced panel is unavailable and the parties are unable to agree to an Arbitrator, the parties agree to select an Arbitrator pursuant to the rules and regulations of the Federal Mediation and Conciliation Service. The expense of the Arbitrator appointed or selected shall be borne equally by the Company and the Union. Each party shall be responsible for their own expenses incurred in pursuing or defending the grievance.

Section 9.04

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement.

Section 9.05

Both parties agree to accept the decision of the Arbitrator as final and binding. If the Company fails within the time fixed by the Arbitrator to comply with the award of the Arbitrator or with the procedures of this Article, the Union has the right to take all legal means enforcing compliance except as prohibited in Article 21, No Strike-No Lockout.

Section 9.06

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period, in the payment of its contribution to the Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such funds, after the principal officer or his/her designated representative of the Union has given seventy-two (72) hours notice to the Employer of such delinquency in Pension Fund payments, the employees or their respective representatives shall have the right to take such legal action as may be necessary until such delinquent payments are made excluding action prohibited by Article 21, No Strike-No Lockout.

**ARTICLE 10**  
**SAFETY AND HEALTH**

Should an employee be injured at work and is unable to continue working as a result of the injury, he/she shall be paid for the entire day, and should the employee request transportation or is unable to request transportation, the Company shall provide transportation for medical attention, and such attention shall be provided as soon as possible. Should he/she lose time during any day thereafter for treatment or examination by the Company's designated provider to attend appointments scheduled by the Company for injuries suffered while employed, he/she shall be paid for lost time not to exceed one (1) hour on each day, and the same is to be counted as time worked for the purpose of computing overtime pay. In the event of injury, the Company has the right to send the injured employee to the Company designated compensation doctor approved by their insurance coverage. The Company has the right to make appointments with the employee's personal physician.

**ARTICLE 11**  
**ABSENCE**

Section 11.01

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay to any employee designated by the Union, not to exceed one (1) day, for a maximum of two (2) employees per year, to attend a labor convention or serve in any capacity on other official union business, provided thirty (30) days of written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for union activities, due consideration shall be given to the number of employees effected in order that there shall be no disruption of the Employers operation due to lack of available employees.

Section 11.02

The Employer shall provide leaves of absence as required by law and the rights and obligations of the parties regarding such leave shall be determined by law. The Employer may, at its discretion, grant other types of leave. Any employee desiring a leave of absence from his/her employment for other types of leave shall secure written permission from the Employer who shall notify the Union of its decision within one (1) day. Permission shall not be unreasonably withheld. The maximum leave of absence shall be for thirty (30) days and may be extended for additional thirty (30) day periods. Permission for same must be secured from the Employer who shall notify the Union as herein above required. During the period of absence for any type of leave, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of Health and Welfare and/or Pension Fund payments before leave may be approved by the Employer.



**ARTICLE 12**  
**PROTECTION OF RIGHTS**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property other than the Employer's property, involved in a primary labor dispute or primary picket.

**ARTICLE 13**  
**COMPENSATION CLAIMS**

The Employer shall provide at no cost to the employee Workers' Compensation insurance as required by law.

**ARTICLE 14**  
**MILITARY CLAUSE**

Employees enlisting or entering the military service of the United States pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

**ARTICLE 15**  
**WORK ASSIGNMENTS**

The Employer agrees to respect the jurisdictional rules of the Union and except as provided herein shall not direct their employees or persons other than the employees in the bargaining units here involved to perform work, which is recognized as work of the employees in said units, except in case of emergency or for purposes of instruction.

**ARTICLE 16**  
**SPLIT SHIFTS**

There shall be no split shifts for full-time employees.

**ARTICLE 17**  
**UNION ACTIVITIES**

The Employer shall not discriminate against any employee because of the Union membership or Union activities, however, except as otherwise provided in this Agreement, Employees shall not engage in Union activities during work time or in working areas.

**ARTICLE 18**  
**INSPECTION PRIVILEGES**

With Employer notice in advance and at a mutually convenient time, authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes investigating work conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule or interfere in any way with resident care. Such official will report his/her presence to the Employer upon entering the Facility.

**ARTICLE 19**  
**LOSS OR DAMAGE**

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. With regard to loss or damage to equipment, an employee is subject to discipline.

**ARTICLE 20**  
**SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent Jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purposes of arriving at a mutually satisfactory replacement of such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, the matter shall be referred to arbitration.

**ARTICLE 21**  
**NO STRIKE - NO LOCKOUT**

**Section 21.01**

The Company agrees that during the terms of his Agreement, it will not engage in any lockout of its employees in whole or in part.

**Section 21.02**

During the term of this Agreement, the employees covered hereby shall not engage in, encourage, or sanction my strike, sit down, picketing or such actions which will interrupt or interfere with the operations of the Company. No suit or claim of damage shall be instituted or initiated by the Company against the Union, its representative or members by reason of such strike if the Union has taken the steps described herein. The Union agrees that during the terms of this Agreement, neither it nor its officers or agents will engage in, encourage or sanction any strike, sit down, picketing or such actions which will interrupt or interfere with the operations of the Company. In the event of any unauthorized violation of this Agreement, the Union agrees that, upon written notice via fax or other similar expedited means of notification by the Company to it, it within twenty-four (24) hours of a request by the Employer.

- i.) Publicly disavow such action by the Employees;
- ii.) Advise the Employer in writing that such action by Employees has not been called or approved by the Union;

Section 21.02 - continued

- iii.) Notify all Employees of its disapproval of such action and instruct all such Employees to cease such action and return to work immediately, and Post notices on the bulletin board supplied by the Employer advising that the Union disapproves such action, and instructing Employees to return to work Immediately.

Violations of this Article will be determined by the Arbitrator as set forth in Article 9. Such arbitration shall take place within forty-eight (48) hours of the alleged violation to determine whether a strike has occurred. The Union's failure to appear or participate shall not prevent the Arbitrator from issuing an award ex parte. The Union acknowledges irreparable harm caused by a violation of this clause, and consents to an injunction in the event of a violation notwithstanding any rights created by statute or law governing arbitration proceedings or the issuance of injunctions (such as the Norris-LaGuardia Act and similar State laws).

Section 21.03

It is further agreed that in the event of any violation of this Article, the Company may discharge or otherwise discipline any employee (whether individually or in a group) who has violated such Article. In such event, an employee discharged or otherwise disciplined may file a grievance under the grievance provisions of this Agreement.

**ARTICLE 22**  
**MANAGEMENT RIGHTS**

Unless expressly included in this Agreement, the Employer retains the right to exercise the customary functions of management in operating its facility. Such rights shall include, but not be limited to, location of operations, type of equipment to be used or materials purchased or sold, and whether or to what extent any service or activities, of any nature whatsoever shall be added, modified, eliminated, or obtained by contract with any Employer. This right shall include the right to hire and determine the number of employees in the nursing home or a department thereof, including the number assigned to any particular work to increase or decrease that number, to promulgate rules and regulations, employment manuals, policies, and procedures, to direct and assign their work; to establish new job classification, job content, and qualifications, to determine when and where overtime shall be worked, to establish and schedule the working hours of the employees; to determine the reasonable work pace, work performance levels, and standards of performance of the Employees; to require safety devices and equipment, to lay off, discipline, discharge for just cause, suspend for just cause, transfer, promote, and take any action considered necessary to establish and maintain efficiency and discipline, including the discharge or suspension of any employee for just cause. Management reserves the right to subcontract for legitimate business reasons as needed to maintain adequate staff so long as it is not done for the purpose of reducing bargaining unit employees.

**ARTICLE 23**  
**JURY DUTY**

In the event an employee loses all or part of his/her time on account of Jury service, the Employer shall pay such employee an amount sufficient to guarantee no less than the employee's guaranteed salary or regular forty (40) hour work week, whichever is applicable.

Employees shall notify the Employer within forty-eight (48) hours after they receive Jury notice, Employees excused prior to twelve noon (12:00 P.M.) must return to work in order to be eligible for pay under this provision. Employees are entitled to a maximum of two (2) weeks.

## **ARTICLE 24**

### **GENERAL CONDITIONS**

#### **Section 24.01 - Notice of Layoff**

The Employer agrees to give two (2) full working days notice in writing to the effected employee(s), the Union and the Shop Steward whenever making layoffs unless such notice was not feasible. Where such required notice is not given, the Employer shall pay the employee two (2) days wages in lieu thereof.

#### **Section 24.02 - Inspection of Payroll Records.**

Whenever a complaint is made concerning the wages, vacations, and/or holidays of an employee, an authorized agent of the Union will have the right to inspect the Employer's payroll records and time cards of the employee during the second step of the grievance procedure.

#### **Section 24.03 - Probationary Period**

The probationary period shall be for ninety (90) calendar days after date of hire, plus any days absent from work, and during such period the Employer may discharge such employee at his/her option and such employee shall have no recourse under the terms of this Agreement.

#### **Section 24.04 - Wage Execution**

No employee shall be subject to discharge or penalty for any attempt to attach or assign his wages.

#### **Section 24.05 - Break Time**

All Employees covered under this Agreement shall, whenever they work a shift of five (5) or more hours, receive a fifteen (15) minute break in the A.M. and a fifteen (15) minute break in the P.M., and such break period shall occur near the midpoint of each half of the work shift. Breaks shall not interfere with the orderly operation of the facility.

#### **Section 24.06 - Meetings**

The Company agrees that it shall not require employees covered under this Agreement to attend Company meetings unless such meetings are during the normal work schedule Employees attending meetings during normal working hours shall be paid for the time spent at the meeting.

#### **Section 24.07 - Supervisors**

The Employer agrees to designate Management employees within each department, including alternates, to whom the employees working in that department are responsible. No other person shall be permitted to direct or question the employees work.

#### **Section 24.08 - Employee Assistance**

Employees requesting assistance when administering to a violent patient shall be granted same, and refusal to administer to such patient without assistance shall not be cause for disciplinary action of any kind.

Section 24.09 - Resignation

Accrued vacation and sick time shall be paid to employees solely if they resign with appropriate two (2) weeks notice, and solely if they do not miss any time from their schedule during that two (2) week period.

**ARTICLE 25**  
**SENIORITY**

Section 25.01

Seniority shall be defined as the length of service with the Employer within the Bargaining Unit, from the most recent date of hire.

Section 25.02

The principle of seniority shall govern and control all cases of transfer, decrease or increase of the working force within the bargaining unit, provided the employee can do the work required. In promoting employees or in filling vacancies or openings within the bargaining unit, the Employer shall have the right to select qualified persons, but as between qualified persons, preference shall be given according to seniority. Employee's already in the employ of the Company, if qualified, shall be selected to fill new posts or vacancies. In the event the Employer is not satisfied with the qualifications of the employee after a thirty (30) day trial period, the Employer shall have the right to return the employee to his/her original job.

Section 25.03

The principle of seniority shall control all layoffs and rehiring. The last employee to be laid off shall be the first to be rehired, provided that such last employee laid off is one capable of doing the required work properly and further that such laid off employee responds to a call to report for work not more than two (2) working days after receipt of notice sent to him/her by telegram or certified mail to his/her last known address and to report for work within a week after his/her response.

Section 25.04

Seniority and all rights under this contract shall be lost by an employee for any of the following reasons.

1. If he/she should voluntarily quit his/her job;
2. If he/she is discharged and not ordered reinstated;
3. Fails on recall from layoff to report for work within a week after he/she should have made his/her response to the recall to report for work;
- 4 If the employee has been elevated to a supervisory position and remains in that position for a period exceeding ninety (90) days, and then returns to a lower category;
5. If an employee has been laid off for a period of six (6) months or more.

Section 25.05

The Chief Shop Steward designated officially by the Union shall have super seniority for purposes of layoff and recall.

Section 25.06

When a job opening occurs, such job shall be posted on the bulletin board for a period of not less than three (3) working days. Such posting shall contain the job title, rate of pay, duties, shift assignment, and all other necessary information. Employees wishing to fill such job opening shall sign their names to that posted bid sheet. New jobs will be awarded to the employee with the greatest amount of seniority.

**ARTICLE 26**  
**VACATIONS**

Section 26.01

The Employer shall grant to all full-time frill employees hired prior to October 1 , 2012 during each contract year paid vacation as follows:

After nine (9) years of continuous employment- four (4) weeks.

Full-time frill employees hired after October 1, 2012 shall be entitled to the following benefits:

After one (1) year of continuous employment - two (2) weeks.

After five (5) years of continuous employment - three (3) weeks.

After fifteen (15) years of continuous employment - four (4) weeks.

Section 26.02

Vacation periods off with pay shall be agreed upon between the Employer and the employee/ employees with greater seniority shall have preference in choosing such vacation time off.

Section 26.03

No employee shall be required to take vacation periods off which are less than one (1) week unless agreed upon between the Employer and the employee.

Vacation periods selected shall not be unreasonably denied.

Section 26.04

Vacation money shall be paid immediately before the employee leaves for his/her vacation period. Paid holidays tailing during the vacation periods shall be paid in addition to the vacation pay or may be taken as an extra vacation day.

Employees may take vacation pay instead of time off for one week only of accrued vacation per year.

Section 26.05

Employees are to be paid their vacation pay prior to the start of their vacation.

Section 26.06

If a holiday falls within any vacation period as herein provided, such Holiday shall not be considered as part of the vacation, but the employees involved shall receive another day off with pay.

**ARTICLE 27**  
**HEALTH AND WELFARE**

**Section 27.01**

- A. The Employer shall provide its unit employees regularly employed in excess of twenty (20) hours for incumbents (hired prior to October 1, 2007) or thirty (30) hours per week for new hires, with single coverage in the Employer's present health plan (or a plan with substantially similar benefits) with employee paying five dollars (\$5.00) per week. Employees shall have the option of selecting parent/child or family coverage but the employee shall pay the additional cost of such coverage.
- B. The Employer shall also offer all employees who have Employer provided health benefits, dental coverage in a Freedom Basic PPO Dental Plan for which the employee shall contribute five dollars (\$5.00) per week to contribute to the cost of Health Insurance. Employees shall have the option of selecting parent/child or family dental coverage but the employee shall pay the full additional cost of such coverage.
- C. The Employer shall provide Single coverage Health Insurance for each full-time employee leaving on or returning from authorized leave who has worked or reported for work on one (1) day of such calendar month, except probationary employees.
- D. Health Insurance coverage shall continue for two (2) calendar months after layoff for employees who are laid off.
- E. Health Insurance coverage shall continue for three (3) calendar months for employees who are on approved sick leave.
- F. Health Insurance coverage shall continue for nine (9) calendar months for employees who are absent from work due to a compensable injury or work related illness provided the employee has not been released by the employer's physician to return to full or light duty.
- G. Health Insurance coverage shall not continue for employees for the month after the termination month where such employees voluntarily terminate or are discharged for just cause and not reinstated.

**Section 27.02**

Nothing in this Article shall prevent the Employer from changing the current insurance carrier so long as the benefits are substantially similar.

**ARTICLE 28**  
**NO DISCRIMINATION**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation and other terms and conditions of employment because of such individuals race, color, religion, sex, handicap, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, handicap, national origin or age.

**ARTICLE 29**  
**HOLIDAYS**

**Section 29.01**

All non-probationary "Frill" employees with full benefits shall be entitled to the following holidays:

Dr. Martin Luther King, Jr.'s Day	Good Friday	July 4 <sup>th</sup>
Presidents' Day	Memorial Day	Labor Day

Due to the nature of work covered under this Agreement, employees may not receive holidays on the dates nationally observed as holidays. However, employees shall be permitted to take such holiday with pay within a period of thirty (30) days prior to or thirty (30) days after such actual designated holiday. In addition, each employee shall receive at least one (1) of the following three (3) holidays with pay on its nationally celebrated date, namely:

THANKSGIVING DAY      CHRISTMAS DAY      NEW YEAR'S DAY

**Section 29.02**

In order to receive such holiday pay, an employee must work his/her scheduled work day prior to the holiday or after the holiday unless they are prevented from doing so by reasons acceptable to management.

**Section 29.03**

The Employer will grant employees' requests for holiday time off, providing it does not interfere with scheduling.

**Section 29.04**

All "Non-Frill" employees who work on the following holidays will be paid at the rate of time and one-half (1½) for all hours worked. The following are paid holidays for all eligible "Frill" employees:

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

**ARTICLE 30**  
**PERSONAL DAYS**

**Section 30.01**

Non-probationary full-time frill employees hired prior to October 1, 2012 will receive one (1) personal day for each four (4) months of full time employment. These employees can accumulate up to six (6) personal days during the term of their employment.

Full-time frill employees hired after October 1, 2012, who have completed his/her probationary period shall, after one (1) year of continuous full-time employment, accrue personal days one (1) day for every six (6) months of continuous full-time employment.

**Section 30.02**

Three (3) personal days may be used for emergency call-offs with two (2) hour notice and approved by management. Proof may required by the employer.



Section 30.03

The employee must give three (3) weeks written notice to their Department Head to take a personal day off, except that the notice may be only forty-eight (48) hours on one (1) occasion per calendar year.

**ARTICLE 31**  
**SICK LEAVE**

- A. Full-time frill employees hired prior to October 1, 2012, shall be entitled to twelve (12) sick days each contract year to be earned at the rate of one (1) sick day per month of full time employment.

Full-time frill employees hired after October 1, 2012 who have completed his/her probationary period shall be entitled to four (4) sick days per year earned at the rate of one (1) day for every three (3) months of continuous full time employment.

- B. Employees who are absent from work due to compensable injury, illness, or approved leave of absence shall continue to receive sick day benefits credited to him/her as specified in Paragraph A. above. This does not apply where an employee is absent the entire contract year.
- C. A day of sick leave shall be seven and one - half (7.5) hours pay or eight (8) hours pay for employees who are paid for eight (8) hours per day at the employee's base straight time rate in effect at the time of payment.
- D. If an illness extends for more than three (3) days, or if circumstances indicate abuse of sick leave, the Employer may require a written medical excuse.
- E. An employee shall be paid for unused sick days at the end of each Calendar Year at his / her rate as specified in Paragraph C. above or, at the employee's option, accumulate sick days year to year. However an employee may bank no more than a total of twenty-four (24) sick days during the term of their employment and any payout is limited to unused accrued time for that Calendar Year. If an employee elects to receive the payout, they will receive the payout in their last paycheck prior to Christmas.
- F. An employee who is laid off or terminated, except for just cause, shall be paid at the time of layoff or termination for sick leave on a pro-rata basis of one-twelfth (1/12) of the credited days for each month of the Contract year in which the layoff or termination occurs, minus the number of sick days already taken.

**ARTICLE 32**  
**HOURS OF WORK**

**Section 32.01**

The shift schedule shall be as follows:

7:00 A.M. to 3:00 P.M.      3:00 P.M. to 11:00 P.M.      11:00 P.M. to 7:00 A.M.

The work shift described above includes a one-half (½) hour uncompensated meal period. Employees, when asked by supervision and work through their meal period shall be paid for such time. Once having been assigned to a work shift schedule, the employee shall remain on said work shift schedule and shall not unreasonably be changed except by mutual consent.

**Section 32.02**

An employee requested to work, and in fact does work, on a scheduled day off shall have the option to work the balance of the schedule for that payroll week or arrange an alternate day off if available.

**Section 32.03**

The Employer shall not dock employees for lateness in an amount greater than the actual time late.

**Section 32.04**

Overtime pay at one and one-half (1½) times the employee's regular base wage rate exclusive of any bonus, shift differential or other premiums - will be paid for all hours actually worked in excess of forty (40) hours per week. Paid time off shall not be considered time worked for the purposes of overtime.

**Section 32.05**

Part-time employees who work on a Holiday shall be paid at the rate of time and one-half (1½) for all hours worked on that day.

**Section 32.06**

The new schedule will be posted two (2) weeks in advance.

**Section 32.07**

Anyone who is called in after the start of a shift shall receive an addition one (1) hour pay added to the actual hours worked for that day. The one (1) hour pay will not be counted towards overtime calculations.

**ARTICLE 33**  
**FUNERAL LEAVE**

Four (4) days of absence will be granted with pay to an employee who has a death in his/her immediate family (i.e. parent, spouse, child, brother, sister). For other family members specifically limited to grandparents, aunt, uncle, parent-in-law, brother or sister-in-law or grandchildren, two (2) days absence with pay will be granted.

**ARTICLE 34**  
**PART-TIME EMPLOYEES**

A part-time employee is one who works thirty-two (32) hours per week or less. Employees who are regularly scheduled and work more than thirty-two (32) hours or more per week shall be considered full-time employees and will receive all benefits provided under this Agreement. All part-time employees regularly working more than twenty-four (24) hours per week will receive pro-rata benefits provided under this Agreement, with the exception of benefits contained in the Health and Welfare Article.

**ARTICLE 35**  
**BULLETIN BOARD**

The Employer shall provide the Union with one adequate Bulletin Board on which the Union may post notices pertaining to Union business which shall originate with the Local Union offices. Such notices first shall be given to the Administrator or his/her designee before being posted. The Employer shall have the right to remove any notices posted on the bulletin board which are not consistent with the foregoing.

**ARTICLE 36**  
**WAGES, BENEFIT OPTIONS, BONUSES, PAYDAY**

Section 36.01 - Wages

- Wages shall be paid in accordance with the NJ minimum wage law schedule within job classifications.
- NJ minimum wage law schedule applies to base rates. The No-Frills program (\$.50) is added to those rates.
- Dietary and Housekeeping employees shall receive the hourly rate on January 1 of each year.
- CNA's shall receive the hourly rate increase retroactive to October 1, 2020, then January 1st of each succeeding year.

<u>Year</u>	<u>Dietary/ Housekeeping</u>	<u>Cna's</u>
2021	\$12.00	\$15.00
2022	\$13.00	\$16.00
2023	\$14.00	\$17.00
2024	\$15.00	\$18.00

Section 36.02 - Longevity Bonus

- All employees with 5 to 9 years of service receive a \$500.00 bonus for year 2021. This bonus is paid quarterly and the amount of the bonus in years 2022, 2023 and 2024 will be renegotiated each upcoming contract year.
- Dietary and Housekeeping employees with 10 or more years of service shall have a bonus of \$1,000.00 each year, paid twice per year.
- CNA employees with 10 or more years of service shall have the choice of \$.50 per hour added to their rate or a bonus of \$1,000.00 each year, paid twice per year.

Section 36.03 - No Frills

Employees that select the "no-frills" option shall not receive Paid Time Off benefits or any economic benefits as set forth in this contract, with exception of uniforms, but in return will receive \$.50 per hour added to their hourly rate.

Section 36.04 - Weekend shift differentials for all regularly scheduled hours.

- 7am to 3 pm and 11pm to 7am shifts, \$.75 per hour shift differential.
- 3pm to 11pm shift, \$1.50 per hour per hour shift differential.

Section 36.05 - Weekend hourly rates for all shifts.

- Weekend hourly rate for CNA's that sign up for an open shift will be **\$18.00** per hour.
- Weekend hourly rate for CNA's that commit to a weekend schedule will be **\$19.00** per hour.
- All regularly scheduled weekend hours are paid at the weekend hourly shift differentials contained in section 36.04.
- All hours worked on your scheduled off weekend are paid at the rates above.

Section 36.06 - Attendance Bonus

All Full-time Housekeeping and Dietary employees shall be eligible for a "Perfect Attendance Bonus." Such bonus shall be fifty dollars (\$50.00) per month for perfect attendance in that month. That means no lateness, no call-outs and no leaving early.

Section 36.07 - Merit Bonus

It is agreed and understood that the Employer shall have the option of granting merit and/or bonus increases to unit employees in specific classifications in general or otherwise.

Section 36.08 - Payday provisions and direct deposit option.

Payday shall be on Friday at 3:00 p.m. except under the following conditions, barring any circumstances beyond the Employer's control. Employees who work the evening shift that ends on Friday morning at 7:00 a.m. shall receive their check upon completion of their shift. Employees that are scheduled to work on a shift that begins between 2:00 and 3:00 p.m. on Friday may receive their check at 10:00 a.m. on Friday . Employees who work on Thursday and are not scheduled on Friday shall receive their check upon completion of their shift on Thursday. It is, however, explicitly understood that no employee may cash their check prior to the Friday that checks are routinely distributed on. Any employee whose check is cashed prior to Friday, shall in the future lose their privilege of receiving their check prior to 3:00 p.m. on Friday.

Providing it is possible for the Company to offer the service, employees shall have the option of having their pay "directly deposited" to their bank account or "card". However, such deposits would not be available on Thursdays. Payday by direct deposit would be made on Fridays.

**ARTICLE 37**  
**UNIFORMS**

The Company shall provide the employees two (2) uniforms per calendar year at no cost to the employee. Employees may purchase from the employer additional uniforms, at their own cost. The employee shall be responsible to replace lost, damaged or destroyed uniforms at their own cost. Upon resignation or termination, undamaged uniforms must be returned to the employer or the employee may be charged for them.

**ARTICLE 38**  
**CNA / CMA CERTIFICATION**

CNA's who are certified to pass medications and actually pass medications on-specific unit(s), shall receive an additional fifty cents \$0.50 per hour in their rate of pay for those shifts when the CNA actually dispenses medication. Company agrees to continue to pay for CNA and CMA initial certifications and renewals.

**ARTICLE 39**  
**PENSION**

The employer shall contribute the sum each month in accordance with the schedule set forth in part (a) herein below for each full-time employee who has worked or reported for work on one (1) day of such calendar month, except probationary employees. Such monthly pension contributions for eligible employees shall begin in an employee's 13th month of employment and shall be remitted to said fund no later than the fifteenth (15th) of each month for the previous calendar month.

Part time employees that work one thousand (1,000) hours or more in a calendar year shall be eligible to enroll in the Employer's 401K plan and are not part of the Teamsters Local 35 Pension plan.

Effective 10/1/17 - \$10.00 per month per member.

**ARTICLE 40**  
**TERMINATION**

Section 40.01

This Agreement shall become effective as of October 1 , 2020 and shall terminate on September 30, 2024. This Contract shall continue yearly thereafter until either party serves at least a ninety (90) day written notice on the other, specifying a desire to modify or terminate this Agreement. Should neither party give such ninety (90) day notice, this Agreement shall remain in full force and effect yearly until such notice is given and for ninety (90) days thereafter.

Section 40.02

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the agreements arrived at or after the exercise of that right are set forth in this Agreement. Consequently, the Employer and the Union for and during the term of this Agreement voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Nothing contained in the above paragraph shall preclude the parties from making alterations or amendments to this Agreement, in writing, provided there is mutual consent thereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day \_\_\_<sup>th</sup> day of February, 2021.

FOR THE EMPLOYER



Steven Eisenstein, Administrator

FOR THE UNION



Daniel A. Kreiser, President