AGREEMENT
BETWEEN
THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY
AND
THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOCAL 1085
SHADY LANE HOME

JANUARY 1, 2024 - DECEMBER 31, 2026

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PREAMBLE

THIS AGREEMENT is entered into by and between the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ("the Employer") and the COMMUNICATIONS WORKERS OF AMERICA ("the Union"), for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein, the parties agree as follows.

ARTICLE 1
RECOGNITION

1.1 Exclusive Representation: The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all full-time employees of the Shady Lane Home, as well as part-time employees of the Shady Lane Home who work more than eight hours per week on average. The unit shall not include managerial executives, supervisors, confidential, police, and fire employees, part-time employees who work eight hours or less per week as defined above, employees who are represented in other units, or temporary employees who are hired for a short-term need not exceeding three months duration. The following positions shall also be excluded from the unit: Accountants who are in charge of accounts payable and accounts receivable; Quality Assurance/Quality Control Coordinator; Secretary to the Director of Nursing; Social Worker/Admissions Coordinator; Director of Housekeeping; Director of Maintenance; Director of Therapeutic Recreation; Director of Food Service; Administrative Assistant to the Administrator; RN's; Unit Manager; and Nurse Manager.

1.2 Preservation of Unit Work: Work ordinarily performed by bargaining unit employees shall not be assigned to employees outside the bargaining unit, other than in situations of emergency or where no bargaining unit employee can be obtained to perform the work. This provision shall not prohibit the occasional performance of bargaining unit work by managerial or supervisory employees, nor shall it prohibit part-time employees who are excluded from the unit from performing work that is also done by bargaining unit employees.

ARTICLE 2
LABOR-MANAGEMENT RELATIONS

2.1 Respect and Dignity: The Employer and the Union shall each endeavor to ensure that all dealings between them are characterized by mutual responsibility and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

2.2 Non-Discrimination: The Union and the Employer both agree that in accordance with and to the extent required by statute, each employee has all rights of citizenship and no employee will be discriminated against or harassed on the basis of race, creed, color, national origin, ancestry, sex, marital status, age, religion, disabilities, affectional or sexual orientation, familial status, armed forces obligation, gender identification or expression, nationality, domestic or civil union partnership, pregnancy, liability for military service, atypical cellular or blood trait, genetic information.

2.3 No Strike: During the term of this Agreement, neither the Union nor any person acting in its behalf will initiate, authorize, engage in, or assist any strike, work stoppage, slowdown, walkout or other job action against the Employer. It is understood that employees who participate in such activities during the term of this Agreement may be subject to disciplinary action up to and including termination.

2.4 No Lockout: The Employer will not initiate or engage in any lockout of employees during the term of this Agreement.

ARTICLE 3
UNION RIGHTS

3.1 Access to Workplace: Union representatives shall have access to employee work areas to investigate grievances and for other purposes related to Union representation. Non-employee Union representatives shall notify the Employer prior to entering the premises, permission for which shall not unreasonably be denied. Employee Union representatives must request authorization from their supervisors before leaving assigned job duties to perform representation activities. Authorization shall not be unreasonably denied.

3.2 Union Bulletin Boards: The Employer will provide a bulletin board in each building where employees report or clock in for work, in a centrally located work area, to be used exclusively by the Union for notices and other information to employees.

3.3 Personnel Data: During the first week of each month, the Employer will furnish to the Local President a list of all new hires, terminations, and title changes within the bargaining unit(s) during the previous calendar month. Home addresses will be furnished on a monthly basis for new hires and will also be furnished periodically, upon request, for other employees represented by the Union.

3.4 Leave for Union Business: Upon official request by the Union, employees shall be permitted to take time off without pay to attend conferences, meetings, workshops, or other activities related to union representation, subject to reasonable operational requirements of the Employer. In addition, any employee who is elected or appointed to an office in the Union may be granted an unpaid leave of absence of up to one year to serve in such office. No benefits shall accrue while an employee is on leave to hold Union office, except that the employee shall continue to accrue seniority. Requests for Union leave shall not be unreasonably denied.

3.5 Release Time for Labor-Management Meetings and Negotiations: No employee who serves as a Union representative shall suffer loss of pay for attending any meeting agreed upon by the Employer, or for reasonable travel time to and from such meetings. This shall include attendance at contract negotiations by members of the Union's negotiating committee.

ARTICLE 4
UNION SECURITY

4.1 Dues Check off: The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions will be certified to the Employer by the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than 14 days following the month in which the deductions were made, accompanied by a list of employees from whose pay such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall be forwarded to the Local President. Dues deductions for bargaining unit employees shall not be made for any other employee organization.

4.2 Withdrawal of Dues Check off: In the event an employee withdraws their authorization for dues deduction by written notice to the Employer, deductions shall be halted either as of July 1 next following the date on which notice of withdrawal was filed, or if an employee notifies the Employer within ten days of their anniversary date, dues deductions shall cease on the 30th day after the anniversary date of employment, whichever comes first.

4.3 Compliance with Law: The Employer shall comply with the requirements of the Workplace Democracy Enhancement Act. The Union shall maintain a demand-and-return system and shall comply with all other requirements of N.J.S.A. 34:13A-5.5 et seq. with respect to the use of representation fees and the accounting thereof.

4.4 Hold Harmless: The Union will indemnify and hold the Employer harmless with respect to any claims or legal actions arising out of compliance with this Article.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 Retention of Rights: The Employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law, subject to the terms of this Agreement, including, but not limited to the following rights:

(a) The executive management and administrative control of the Shady Lane Nursing Home and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Employer.

(b) To ensure compliance with all state and federal laws and regulations governing the operation of the Employer's facility.

(c) To make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, the safety of patients, employees, and guests, after advance notice thereof to employees, and to require compliance by the employees.

(d) To hire all employees, to determine their qualifications and conditions of continued employment, to set their assignment, and to promote and transfer employees.

(e) To decide the number and types of employees needed for any particular time and/or task and to be in sole charge of the quantity and quality of the work required.

(f) To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for just cause according to the law.

(g) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reasons.

(h) To subcontract any of the work performed by employees covered by this Agreement for reasons of economy or other legitimate business reasons, upon 60 days' notice to and consultation with the Union.

ARTICLE 6
PROBATIONARY PERIOD

6.1 Probation of New Employees: Every new employee shall be subject to a 90-day probationary period during which time the employee shall be subject to evaluation by management to determine their suitability for continued employment. During or at the end of this period, management shall have the sole and exclusive right to determine whether the employee shall be granted permanent status. Dismissal during or at the end of the probationary period shall not be subject to arbitration nor subject to the discipline and discharge provisions of this Agreement. Vacation, sick, and administrative days will be earned, but cannot be used during the probationary period.

ARTICLE 7
HOURS OF WORK

7.1 Work Schedule: Full-time workweeks shall consist of 40 hours. Shifts will consist of 8 hours each. During each shift, employees will be entitled to two 15-minute paid rest breaks and a half-hour unpaid meal break. Employees who work less than a full shift will be entitled to one 15-minute paid rest break. Work schedules for full-time employees shall be as follows:

Department	Shift Times	Weekend Work
Nursing	6:45 AM -3:15 PM	Alternating Weekends
	2:45 PM-11:15 PM	
	10:45 PM-7:15 AM	
Food Service	4:30 AM-1:00 PM	Alternating Weekends
	5:30AM - 2:00 PM	
	7:00 AM -3:30 PM	
	9:00 AM -5:30 PM	
	9:30 AM-6 PM	
	10:45AM-7:15PM	
Environmental Services	8:00AM-4:30PM	Alternating Weekends
	2:45PM-11:15PM	
	4:45 PM-1:15AM	
Therapeutic Recreation	8:00 AM-4:30 PM	Alternating Weekends
	10:00 AM-6:30PM	
Maintenance	8:00 AM- 4:30 PM	None

Weekend work schedules may deviate from the above with the consent of both the employee and the Employer. Weekend callouts in excess of two shifts per calendar year must be made up on another weekend day at management's discretion without creating overtime during the make-up workweek (i.e., the employee would have a different day off during the make-up workweek). The parties will develop procedures for the Administrator to consider and resolve any conflicts that may arise in the scheduling of make-up days. It is understood that a doctor's note nor FMLA leave will not excuse an employee from having to make up an absence later on in the year.

For scheduling purposes, the weekend shall begin with the last shift on Friday which continues into Saturday and shall end at the commencement of the last shift beginning on Sunday night. As soon as practicable following implementation of this Agreement, the work schedules of Environmental Services, Therapeutic Recreation, and Administration will be modified accordingly.

7.2 Part-Time Employees: Part-time employees are those employees who are ordinarily scheduled to work fewer than 40 hours per week. Part-time employees shall not be scheduled to work outside the regular work hours for the department as set forth in Section 7.1 above, except that a part-time Receptionist may be scheduled to work from 4:00 PM to 8:00 PM Monday through Friday. In the case of regularly scheduled part-time employees, the workdays and hours (exclusive of overtime) shall be fixed. Part-time employees who are employed on a per diem basis shall have variable workweeks according to the Employer's need.

7.2 Part-Time Employees (a): Employees who are employed on a per diem basis shall have variable workweeks according to the Employer's need. These employees shall become

addition of new job duties and/or responsibilities and not simply the introduction of a different method or procedure for completing existing job duties.

8.2 Base Pay Rates: Every full-time employee shall have an annual base salary, which shall be converted to a base hourly rate for payroll purposes buy using the appropriate hours-per-year divisor (e.g., 2080 for employees with a 40-hour workweek). For part-time employees, base pay shall be quoted as an hourly rate. The starting pay for each newly hired employee shall be the minimum of the range corresponding to the employee's title.

(a) Starting rates for Licensed Practical Nurses (LPN's) may exceed the minimum of the salary range but shall not exceed the minimum by more than 3% multiplied by the number of years of experience in nursing as determined by the Employer, and in no event to exceed the minimum by more than 15%.

(b) The salary of any LPN employed by the Employer as of the date of signing this Agreement shall not be less than the applicable hiring rate specified above.

8.3 Across-the-Board Adjustments: Employees shall receive the following across-the-board adjustments to their base pay:

(a) Effective January 1, 2024, the base salaries of CWA Local 1085 employees shall be increased by 3.25%.

(b) Effective January 1, 2025, the base salaries of CWA Local 1085 employees shall be increased by 3.25%.

(c) Effective January 1, 2026, the base salaries of CWA Local 1085 employees shall increase by 3.25%.

(d) Effective January 1, 2024, all employees shall receive a $200 yearly clothing/shoe allowance by July 1 of each year of the Agreement.

(e) All increases are retroactive to the date(s) referenced above, when applicable. All employees on the payroll as of the date of the signing of the MOA shall receive the January 1, 2024 retroactive adjustments.

(f) Effective January 1, 2014, the salary increment step, and salary guide Min and Max shall hereby be deleted from the Agreement.

(g) Effective January 1, 2014, the Minimum Starting Salaries in Appendix B shall be the newly adopted starting minimum salary rates for any employee hired on or after ratification of this Agreement.

8.4 Promotional/De-motional Pay: Any employee who is promoted to a higher title shall receive a new base salary equal to 3% above their previous salary, but not less than the minimum nor more than the maximum salary of the new range (but in no event less than the employee's previous rate of pay). Any employee demoted to a lower title shall receive a new base salary equal to 2.9% less than the previous salary, but not more than the maximum of the new range nor less than the minimum of the new range.

members of the Union after working a minimum of eight (8) hours in any twelve (12) weeks during a calendar year. These employees shall not be entitled to paid leave except, as required by Law. The Employer retains the exclusive discretion to forego the services of any per diem employee for any reason. This discretion shall not be subject to the grievance procedure set forth herein.

7.3 Designation of Workweek: The workweek shall commence at 12:01 AM on Sunday.

7.4 Shift Assignments and Days Off: Preference shall be given according to seniority whenever feasible in the assignment or reassignment of employees to an available shift or to regular days off, subject to the Employer's right to determine staffing levels and deploy personnel according to qualifications, including but not limited to compatibility with co-workers. However, such preference shall not confer the right to bump other employees. Except in case of emergency, an employee who is involuntarily reassigned to a different shift shall be given two weeks' advance notice.

7.5 Shift Switches: Any shift switches must be pre-approved and signed by all parties involved prior to the switch date. Without exception, all switches must occur within the same work week in order to avoid overtime. When an employee does not fulfill their portion of an approved switch, or any portion thereof, regardless of circumstances or medical verification, said employee will be banned from switches for the next 90 days.

7.6 Tardiness: Employees are expected to be on time to work their scheduled shifts. Employees who are late will be subject to docking and/or disciplinary action as provided below:

(a) For purposes of docking, each lateness will be rounded to the nearest quarter hour interval.

(b) An employee will be deemed to have committed a lateness offense whenever they are more than five minutes late any given day, unless excused for good cause at management's discretion. The first three lateness offenses in any six-month period will be noted but will not result in discipline. Four lateness offenses within any six-month period will result in a written warning and five will result in a second written warning. Six lateness offenses within any six-month period will result in a one-day suspension. A seventh lateness offense in any six-month period will result in a three-day suspension; an eighth lateness offense will result in a five-day suspension. A ninth lateness offense in any six-month period will result in termination. The six-month period referred to in this section will be measured on a "rolling-backward" basis from the last offense. An employee who has no lateness offenses in a six-month period will have one lateness offense sunset from their disciplinary record for the basis in determining progressive discipline.

ARTICLE 8
SALARIES AND WAGES

8.1 Job Titles and Pay Ranges: Every bargaining-unit job shall be classified according to the proper job title, and each title in turn shall have a salary range as indicated in Appendix A. Whenever new jobs in the bargaining unit are created or existing jobs are materially changed, the parties shall immediately negotiate concerning the appropriate pay range prior to implementation. A material change in job duties shall mean a substantial and permanent

8.5 Paydays and Pay Periods: Each pay period shall consist of two full workweeks as designated in Section 7.3. Paydays will be on Thursdays following the respective pay period. Employees are responsible for clocking in and out at the beginning and end of their shifts.

(a) Any error in an employee's base pay will be corrected by the end of the pay week, provided the employee has notified the payroll department (or the payroll department's designee) before the pay is issued. Any error in an employee's overtime pay will be corrected no later than three business days after the issuance of the employee's regular pay. Errors for the purpose of this section shall include overpayments as well as underpayments.

8.6 Longevity Payments: Employees meeting certain longevity thresholds by July 1 of each year shall be entitled to a lump sum longevity payment as follows:

(a) All CWA Local 1085 employees receiving longevity as of 12/31/13 shall continue to receive that exact Longevity Flat-Dollar amount for the duration of employment with the GCIA. It is understood that all Longevity payments are to be issued in a separate check from the employee's regular pay.

(b) Any CWA Local 1085 employee employed as of 1/1/09, shall continue to be eligible to receive Longevity at the first tier-Longevity Step (3% of their base salary), upon completion of their 10th year of service.

(c) Any and all CWA Local 1085 employees hired on or after 1/2/09 shall no longer be eligible to receive or earn Longevity.

(d) Accordingly, all Longevity payments not referenced herein shall hereby be withdrawn from this Agreement.

ARTICLE 9
OUT-OF-TITLE COMPENSATION

9.1 Pay for Out-of-Title Work: Any employee in the bargaining unit who is temporarily assigned to work in a higher job classification for at least half of the employee's shift, on two or more consecutive work days or on five or more work days in the aggregate during a calendar year, shall be paid for such time as if temporarily promoted in accordance with Section 8.5, beginning with the third consecutive day or the ninth aggregate day.

9.2 Credit for Work Performed: To be counted as an out-of-title work day, an approved tracking form shall be completed by the employee and submitted to the appropriate supervisor for their signature no later than the end of the following work day.

ARTICLE 10
OVERTIME COMPENSATION

10.1 Overtime Defined: Overtime shall be understood as time worked in excess of 40 hours during the work week. For purposes of this Article, all paid time, except for sick time, shall be treated as time worked in calculating overtime. However, as an exception to this rule, unpaid leave of up to 8 hours during a work week for Union business will be treated as time worked for purposes of meeting the overtime threshold.

10.2 Overtime Compensation: Employees shall be compensated at one and one-half times their regular hourly rate for all time worked in excess of 40 hours during the designated workweek (see Section 7.3). If the hours worked do not exceed 40, pay shall be calculated at straight time. All overtime must be signed off by the employee's supervisor. This includes clocking in more than seven minutes prior to the beginning of your shift and clocking out later than seven minutes after the employee's shift has ended. Failure to follow this procedure may result in disciplinary action. Any employee not reporting for scheduled overtime will not be eligible to work overtime for a period of 14 days. Employees who are exempt from the overtime requirements of the federal Fair Labor Standards Act and the New Jersey Wage and Hour Law shall not be paid overtime compensation.

10.3 Distribution of Overtime: The employer may require employees to work overtime, subject to any applicable state and federal laws. Overtime work shall be offered as equitably as possible to employees in the appropriate job functions, utilizing a rotating overtime list whenever practicable. No employee shall be required to work overtime if other qualified employees in the appropriate job functions are available and willing to work. It is understood that the qualifications for performing the work are to be determined solely by the Employer, and where necessary all employees may be required to work a reasonable amount of overtime. Overtime records shall be made available to the Union upon reasonable request. Employees who refuse mandatory overtime will remain at the priority spot on the overtime list until they have accepted/received an overtime assignment unless the employee is subject to discipline for refusing the mandatory overtime.

7-3 Shift Call Out

1) Exhaust the employee accepted/refusal list.
2) Call in 3-11 shift early.
3) Call whoever is off on the 7-3 shift to come in and work their day off.
4) Staff from the 11-7 shift must stay until coverage is found and will be placed onto a rotation schedule in least seniority order.
5) If there are 60 residents, State staffing requirements would dictate that 8 CNA's would need to be present. Staffing mandate is 8:1 for CNA's on the 7-3 shift and rounded up.

3-11 Shift Call Out

1) Exhaust the employee accepted/refusal list.
2) Call in the 11-7 shift early.

3) Call whoever is off on the 3-11 shift to come in and work their day off.
4) Staff from 7-3 shift must stay until coverage is found and will be placed onto a rotation schedule in least seniority order.
5) If there are 60 residents, State staffing requirements would dictate that 6 CNA's would need to be present. Staffing mandate is 10:1 for CNA's on the 3-11 shift.

11-7 Shift Call Out

1) Exhaust the employee accepted/refusal list
2) Call in 7-3 Shift early.
3) Call whoever is off on the 11-7 shift to come in and work their day off.
   Staff from the 3-11 shift must stay until coverage is found and will be placed onto a rotation schedule in least seniority order.
   If there are 60 residents, State staffing requirements would dictate that 5 CNA's would need to be present. Staffing mandate is 14:1 for CNA's on the 11-7 shift and rounded up.

Interdepartmental Help: Staff that has a certification as a Certified Nurse Assistant will be used only as a last resort and will be placed onto a rotation schedule in least seniority order.

10.3 Distribution of Overtime (a): In the event that the Employer requires an employee to work overtime, the Employer may provide the employee with necessary time, up to maximum of one hour, which may be taken on or off the facility' premises, to arrange for the care of the employee's dependents, or elderly or disabled family members.

10.3 Distribution of Overtime (b): It is understood that only involuntary overtime in excess of one (1) hour will count as mandated overtime.

ARTICLE 11
CALL-IN PAY

11.1 Call-In Pay: Any employee who is called in to work prior to their next scheduled work period shall be paid for not less than two hours of work, unless the call-in continues into the employee's scheduled hours of work. Employees who are required to respond to occasional telephone inquiries outside their normal work hours shall be compensated for any time actually spent on the telephone in excess of five minutes per day, which shall be deemed de minimis.

ARTICLE 12
SHIFT DIFFERENTIAL

12.1 Hourly Shift Differential: An hourly shift differential of $1.00 shall be paid for any work performed on a shift which commences after 12:00 noon, with the exception of the part-time receptionist.

ARTICLE 13
EDUCATIONAL ASSISTANCE

13.1 Reimbursement for Tuition and Registration Fees: The Employer will reimburse employees for tuition and regular registration fees upon satisfactory completion of approved courses or seminars leading to advancement or improvement of skills in the employee's field or to maintain licensure or certification required by the Employer. The maximum reimbursement for each employee shall be $1,500 per year. The GCIA requires employees to remain employed with GCIA for one year after reimbursement of any tuition and registration fees. If the employee is terminated or resigns before one year expires, the employee would be responsible for paying back the GCIA on a pro-rated basis.

13.2 Approval: Requests for educational assistance shall be submitted to the Employer for approval prior to the course or seminar by the Request to Attend Educational Course Form being completed. If this form is not completed and approved prior to the course starting, denial of reimbursement may occur. It is the responsibility of the employee to insure enough prior notice is given (at least two weeks) to the employer that they are requesting to attend the course. Approval shall be conditioned on the employee receiving at least a C or equivalent grade if applicable.

13.3 Reimbursement for Certification or License: Whenever an employee obtains any certification or license at the request of the Employer, over and above the minimum legal requirements of the job, the Employer shall pay the applicable fee for such certification or license, including renewal fees.

ARTICLE 14
RETIREMENT REIMBURSEMENT

14.1 Eligibility for Retirement Payment: Upon retiring on a service pension, an employee shall be eligible for a bonus payment based on the number of unused sick days remaining to the employee's credit.

14.2 Calculation of Payment: Upon retiring on pension, an employee shall be eligible for a one-time payment based on the number of unused sick day remaining to the employee's credit. The payment to retirees will be calculated as follows:

(a) The number of unused sick days will be divided on half;

(b) The result in (a) will be multiplied by the value of a day's pay for the employee at retirement;

(c) The resulting figure will constitute the payment, except that in no case shall the payment exceed $10,000.

ARTICLE 15
INSURANCE BENEFITS

15.1 Health Insurance: The Employer shall provide health insurance for each eligible employee and their dependents. Employees who regularly work at least 30 hours per week will be eligible for insurance coverage. Health insurance shall commence once the employee completes the waiting period of 60 consecutive days as an active employee. The waiting period may be waived at the discretion of the Executive Director. Per Diem employees are not eligible for health benefits.

(a) Medical coverage will be in accordance with the plans offered by the State Health Benefits programs under Chapter 78 as of the signing of this Agreement, except that the high-deductible plans shall not be available options.

(b) Prescription drug coverage will be in accordance with the Employee Prescription Drug Plan offered by the State Health Benefits Program as of the signing of this Agreement. Co-pays, coinsurance, coverage limits, and exclusions shall not be materially changed.

(c) *Vision Care.* The current plan, consisting of payment for eye exams, glasses, and contact lenses, up to $150 per covered individual annually.

(d) *Dental.* The current plan, including full payment for preventive services, 80% payment for restorative services, and 50% payment for orthodontia or other major services.

15.2 Temporary Disability Benefits: The Employer shall provide disability coverage to all eligible employees pursuant to the State Temporary Disability Benefits Law.

15.3 Continuation of Health Insurance: An employee's health benefits will terminate immediately upon termination of employment or after 30 days of unpaid leave, except as provided otherwise by the Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (NJFLA). Employees who lose their employer-provided coverage due to termination of employment, due to exceeding 30 days of unpaid leave, or due to exceeding or leave of absence time allowed under FMLA or NJFLA may continue coverage at their own expense in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

15.4 Post-retirement Health Benefits: GCIA will provide continuing medical and prescription coverage for certain employees who retire under the Public Employees Retirement System or other state retirement system, together with their dependents, as follows:

(a) Employees who have retired on a disability pension.

(b) Employees who have retired after 25 years or more of service credit in a state or locally administered retirement system at the time of retirement.

15.5 Change of Insurance Carriers: The Employer reserves the right to change insurance carriers so long as the benefits to be provided are substantially similar to those of the existing plan(s).

15.6 Waiver of Benefits: Employees who are enrolled in the medical or prescription plans may elect to waive either or both coverages upon furnishing proof of similar coverage through a spouse's employer or other source. Elections must take place during the window period as set forth by the Employer's plan. A waiver form must be completed in order to waive benefits. The following terms shall apply:

(a) Employees who waive medical and prescription coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below:

Employee-only medical/prescription: $125 per month

Family medical/prescription: $300 per month

(b) Waivers will take effect on the first day of the month following the date the waiver has been approved and will continue unless the employee subsequently re-enrolls. In addition, employees who lose their alternative coverage will be re-enrolled immediately after giving notice to the GCIA, so long as there was previous creditable coverage.

15.7 Life and Accident Insurance: The Employer will continue the current term life insurance coverage, together with the current accidental death and dismemberment coverage

ARTICLE 16
VACATION

16.1 Vacation Entitlement: Full-time employees shall receive paid vacation leave as follows:

(a) Employees with less than 5 years of seniority will be granted ten (10) vacation days each calendar year.

(b) Beginning with the year in which an employee's 5-year anniversary of employment falls, the employee will be granted 15 vacation days in each calendar year.

(c) Beginning with the year in which an employee's 12-year anniversary of employment falls, the employee will be granted 20 vacation days in each calendar year.

(d) For purposes of calculating vacation entitlement, references to vacation days in this Section shall mean 8 hours of vacation leave.

(e) Employees will be given their full allotment of vacation days on January 1 of each year of this Agreement. These vacation days are given with the understanding and the anticipation of the employees' continued employment at Shady Lane Home for the remainder of the calendar year. Any employee who terminates employment, whether voluntary or involuntary, prior to the end of the year will be responsible for the pro-rated paying back of any unearned time.

(f) It is understood that once vacation time is approved by management, only the employee may cancel the approved day(s).

(g) Seniority shall be as defined in Section 26.2.

16.2 Part-Time Employees: Vacation allowance for part-time employees will be pro-rated according to hours paid.

16.3 Minimum Vacation Increments: Vacation leave shall be scheduled in full-day or half-day increments.

16.4 Carry-Over of Vacation Days: Employees shall be permitted to carry over ten vacation days or fewer from one calendar year to the next, at their option. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of business and with the express permission of the Employer. All vacation leave carried over must be used in the succeeding calendar year. Any carried-over vacation days will be used first when an employee takes vacation.

16.5 Payment for Unused Vacation Day: An employee retiring or otherwise separating shall be paid for any unused earned vacation leave. In the case of the employee's death, payment shall be made to the estate.

16.6 Window Period: The Employer shall provide a window period from January 1 through February 15, during which employees may (but shall not be required to) submit requests for vacation leave during the balance of the year. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, employees who have submitted their requests during the window period shall be given preference by seniority; provided, however, that in case of a tie in seniority, preference will be given to those requests which are submitted first. It is understood that all requests made during the window period will be returned to all employees no later than March 15. In case of a scheduling conflict which arises outside the window period, preference will be given to those requests which are submitted first; provided, however, that if two or more requests are submitted simultaneously, seniority shall prevail. It is understood in all cases that the scheduling of vacations must be approved by management and that approval shall be subject to legitimate operational needs. It is further understood that all requests for vacation outside of the window period shall be acted upon and returned to the employee within 2 business days where practical, but no more than S business days of submission to the appropriate supervisor.

ARTICLE 17
HOLIDAYS

17.1 Holidays Enumerated: There shall be 14 paid holidays per year in accordance with the schedule below:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Election Day

President's Day	Columbus Day	Christmas Day
Good Friday	Day After Thanksgiving	
Juneteenth		

17.2 Eligibility for Holiday Pay: To be eligible for holiday pay, an employee must be on active pay status and must have worked their last scheduled day before and first scheduled day after the holiday (which includes sick days for which an appropriate doctor's note has been submitted). Employees on unpaid leave do not receive paid holidays, except that an employee on an unpaid union leave for a period of one week or less will be eligible to receive pay for any holiday falling within that week.

17.3 Pay for Holiday Work: Employees shall be paid at the rate of time and one-half for work performed on holidays, in addition to the holiday pay.

17.4 Holidays Falling on an Employee's Day Off: If a holiday falls on an employee's day off, they shall be entitled to take a substitute day off at a time that is mutually agreeable to the Employer and employee within 60 days of holiday.

17.5 Preferences for Holidays:

(a) All personnel who work 24 hours per week or more shall be responsible for working on holidays pursuant to the schedules set forth below. As of December 31 of each calendar year, personnel shall rotate from Schedule A to schedule B or vice versa, in order to provide an equitable distribution of holidays off over the course of a two-year period:

SCHEDULE A

ON	OFF
Independence Day, Thanksgiving Day	New Year's Day, Christmas Day

SCHEDULE B

ON	OFF
New Year's Day, Christmas Day	Independence Day, Thanksgiving

(b) Notwithstanding the foregoing rotating schedule, employees subject to this schedule may agree between themselves to switch particular holidays with other employees. Such switches must be memorialized in writing, signed by both employees, on forms approved for this purpose by the Employer and submitted to the Director of Nursing at least one week prior to the holiday. The employee originally scheduled to work the holiday is responsible for ensuring that the proper form is filed with the Employer. An employee making a switch for a particular holiday remains on the same schedule for the remaining holidays during the year, subject to their ability to switch any or all of those holidays with fellow employees.

(c) If a holiday falls on an employee's regular day off, the employee may choose another day off during the work week in which the holiday falls, which may be before the holiday, subject to minimum staffing requirements.

(d) An employee who fails to work a scheduled holiday due to illness or other absence, other than an unpaid leave of absence in excess of one month or leaves covered by the FMLA, shall be required to work that holiday during the following year, in addition to all the other holidays on their schedule during that year, For example, an employee on Schedule B who calls in sick on New Year's Day shall be required to work New Year's Day and the two holidays in Schedule A during the next calendar year.

ARTICLE 18
SICK LEAVE

18.1 Entitlement to Sick Leave: Full-time employees shall earn paid sick leave at the rate of eleven-twelfths (0.9166) of a day for each full calendar month of service, or 11 days for every 12 months. Commencing on January 1, 2010, full-time employees shall earn paid sick leave at the rate of one (1) day for each full calendar month of service, or 12 days for every 12 months. For purposes of calculating sick leave, "one day" will mean eight hours. Sick leave for part-time employees shall be pro-rated. Unused sick leave shall accumulate to the employee's credit from year to year.

18.2 Use of Sick Leave: Sick leave may be used in whole days or by the hour in case of personal illness, accident, exposure to contagious disease, or on a short-term basis to care for a member of the employee's immediate family who is seriously ill. "Immediate family" shall consist of father, mother, stepfather, stepmother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, child, foster child, sister, brother, stepsister, stepbrother, sister-in-law, brother-in-law, son-in-law. daughter-law, and any relative or domestic partner of the employee residing in the employee's household.

18.3 Reporting of Absence on Sick Leave: Employees who are unable to report to work because of illness will be required to call in two hours in advance of their shift. Failure to give the required notice shall be excused only for good cause. Failure to give the required notice without good cause may result in denial of sick leave for absence and constitute cause for disciplinary action. Sick leave for a pre-arranged medical or dental examination should be applied for in advance, as soon as practicable.

18.4 Verification of Sick Leave: Should medical evidence be required to verify illness for purposes of granting sick leave, the employee will be given timely notice on a case-by-case basis. Employees must submit a doctor's note for any sick leave taken immediately before or immediately after a holiday and for any sick leave of three consecutive days or more. Acceptable medical evidence shall consist of a note from a physician stating that the employee was unable to work due to a health condition or because of the need to care for a member of the immediately family who was seriously ill. The note shall briefly identify the condition and the relevant medical facts and shall indicate the actual or projected date that the employee is able to return to work. Although failure to produce medical verification shall not be considered a disciplinary offense perse, it is understood that such failure may result in denial of sick leave and having the absence count as unexcused. Abuse of sick leave shall be cause for disciplinary action.

18.5 Sick Leave Offenses: Employees who utilize sick leave for purposes not authorized by Section 18.2 may be subject to discipline for abuse of sick leave. An employee may also be disciplined for chronic and excessive absenteeism if (a) the employee exhausts his or her paid sick leave balance, resulting in unpaid sick days; and (b) the sick leave is frequent and sporadic;

and (c) the employee's absences are not protected under the Family and Medical Leave Act, the New Jersey Family Leave Act, or other state or federal law. The Employer agrees to erase one (1) sick leave offense from an employee's progressive discipline record if an employee can go 365 days without calling out sick.

18.6 Fitness-for-Duty Examinations: The Employer may require an employee who has been absent because of personal illness, before returning to duty, to bring in a note from their physician stating that the employee is capable of returning to work, and/or, at the discretion of the Employer, to be examined at its expense by a physician chosen by the employee from a panel of physicians designated by the Employer. Such examination shall establish whether the employee is capable of performing their normal duties and that their return will not jeopardize the health of the employee or other employees. See also 29.4(b).

18.7 Payment for Unused Sick Leave Upon Termination: No employee shall be paid for unused sick leave upon termination or resignation from the Authority except in accordance with Article 14.

ARTICLE 19
MISCELLANEOUS PAID LEAVE

19.1 Administrative Days: Full-time employees shall be allowed two days (16 hours) off with pay annually for personal business, except that employees hired on or after July 1 shall be entitled to only one personal day in the first year of service. Except in cases of emergency, requests for administrative leave shall be submitted at least two working days in advance to the appropriate supervisor. Personal leave must be taken in increments of four hours or more. Personal leave shall not accumulate from year to year, nor shall it be paid out upon termination of employment.

19.2 Jury Duty: Employees shall be granted time off as necessary without loss of pay for performing jury service during working hours. Shift workers shall be excused without loss of pay from the shift immediately preceding or immediately following their jury service, as the case may be. Per Diem payment for serving as jurors shall be turned over to the Employer. Employees will be responsible for notifying management as soon as possible if they are scheduled for jury duty. If an employee's jury service is cancelled or ends early, the employee will be responsible for returning to work provided he or she is able to work at least half of the scheduled shift. The employee must submit a summons copy to the supervisor. Written evidence of employee's attendance at jury duty must be submitted for employee to receive their pay for the jury duty time. It is the employee's responsibility to get this written evidence the day they are serving their time. No payment of wages will be paid without this written evidence.

19.3 Work-Related Disability Leave:

(a) In case of disability due to illness or injury as a result of, or arising from, an employee's job, the Employer shall provide paid disability leave consisting of one week at 100% of base pay. Employees shall not be required to use their regular sick leave in such cases. In the event an employee receives periodic Workers' Compensation benefits covering this one-week period, further Workers' Compensation leave payments will be reduced or reimbursed to the Employer to prevent duplication. Prior to receiving any pay pursuant

to this section, the employee will execute an assignment of benefits authorizing the Workers' Compensation carrier to pay directly to the Improvement Authority the checks for the employee's temporary disability. In the event the employee fails to execute such an assignment or appropriates any Workers' compensation checks for temporary disability for his own use, then in that event salary payments will not be due under this Section until such time as the assignment is executed and/or Workers' Compensation payments for temporary disability received by the employee are remitted to the Authority.

(b) While on paid work-related disability leave, the employee will accrue vacation, personal, and sick leave and will remain covered by the health insurance provisions of this Agreement, except that vacation, personal, and sick leave will cease to accrue after one month of paid work-related disability leave. Paid health benefits will cease after one year of paid disability leave, inclusive of any period of return to work less than 30 days.

(c) employees will be permitted time off without loss of pay for doctor's visits or therapy during the workday in connection with any compensable illness or injury.

(d) For purposes of calculating time used under the Family and Medical Leave Act (FMLA), days absent for Workers' Compensation injuries will be counted.

19.4 Bereavement Leave:

(a) Employees may take up to three bereavement days without loss of pay, for the purposes of making funeral or memorial service arrangements or to attend the funeral, memorial service or to engage in other personal or familial mourning activity, for any death in the employee's immediate family.

(b) For purposes of this section, "immediate family" shall include the following relatives of the employee or the employee's spouse: father, mother, stepfather, stepmother, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, stepsister, stepbrother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, and uncle. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household.

(c) The employer may, at its discretion, require confirmation of the death and the familial relationship.

(d) If additional bereavement leave is needed, it may be taken with the prior approval of the supervisor as vacation, sick, administrative, or, if all other leave has been exhausted, unpaid leave.

ARTICLE 20
UNPAID LEAVES OF ABSENCE

20.1 Unpaid Leaves of Absence: Upon request, an employee may be granted a leave of absence without pay for up to six months where necessary for medical reasons or for maternity or paternity. Such leaves will not be unreasonably denied. A leave of absence may be extended

for an additional six months where the Employer determines in it discretion that circumstances warrant. The Employer may also grant leaves of absence for other purposes at its discretion. Unpaid personal leaves of absence will be granted only for compelling reasons. Total consecutive leave, inclusive of any FMLA/NJFLA leave, shall in no circumstance exceed one year.

(b) For personal leaves granted for medical reasons, the Authority will require an appropriate physician's certification substantiating the need for extended medical leave; the Authority may require recertification of the need for leave from time to time as it deems appropriate.

(c) The employee must request the leave of absence in writing to the Shady Lane Administrator and GCIA Executive Director. The request must include the reason of reasons why the leave is needed and the expected date of return. The employee must submit a written request for a medical leave, together with confirmation by the physician, to the Executive Director in advance of the intended leave date. This request should include the expected date of return to work. The Executive Director has the authority to approve the leave of absence. The Board will be informed of any leave granted.

(d) Employees who take an unpaid leave of absence must first exhaust any accrued paid sick leave that may be available for such absences. Employees must also exhaust all available vacation and administrative leave before taking unpaid leave, except that this shall not be required when taking FMLA or other medical leave.

20.2 FLA and FMLA Leave: All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

(a) child birth;

(b) care of newborn child, a newly adopted child, or a newly placed foster child;

(c) care of a parent, child, or spouse with a serious health condition; or

(d) a serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one year of service who have worked for the Employer at least 1,250 hours in the preceding 12 months (1,000 hours under the FLA) are entitled to 12 weeks of qualifying leave during a 12-month period (24-month period under the FLA). An employee's 12-month leave period (24 under FLA) shall be measured beginning with their first day of FMLA (FLA) leave. Paid leave time will count as time worked for purposes of meeting the hours-of-work threshold. Employees shall be required to use paid sick leave concurrently with FMLA leave for any qualifying reason for sick leave under the Employer's policy. However, paid vacation, personal, or compensatory time off shall not be counted against an employee's 12-week FM LA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason, unless the employee chooses to do so.

20.3 Continuation of Health Benefits: Any employee talking an unpaid leave of absence shall be permitted to continue their health benefit coverage after employer-paid coverage ends by paying the monthly premiums. In addition, an eligible employee who takes

leave qualifying under the state Family Leave Act or the federal Family and Medical Act shall have coverage continued by the Employer during such leave, subject to the same payment conditions as when the employee is working.

20.4 Accrual of Paid Leave Benefits: An employee will not accrue sick, vacation, or administrative leave days while on an unpaid leave of absence which exceeds two weeks in duration.

20.5 Seniority: Employees granted the leave of absence shall not suffer any loss of seniority upon their return to work.

20.6 Return to Work Clearance: Prior to returning to work from unpaid personal leave taken for the employee's own serious health condition, a release may be required from the employee's health care provider stating that they are able to return to work

20.7 Failure to return from leave on the scheduled day shall be construed as absence without leave and shall subject the employee to discipline, up to and including termination.

ARTICLE 21
MILITARY LEAVE

21.1 Legal Entitlements: Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law. A copy of orders must be submitted to the supervisor immediately upon receipt by the involved employee.

ARTICLE 22
TRAVEL EXPENSES

22.1 Business Use of Employee Cars: The Employer agrees to reimburse employees who are required to use their personal vehicles for work in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service. Expenses incurred for tolls and parking fees shall likewise be reimbursed. Normal commuting is not covered by this provision. Business use of employee cars must be pre-approved by the Employer.

22.2 Meal Allowances: In the event any employee is required to travel outside Gloucester County in the course of employment, they will be reimbursed for necessary meal expenses at a maximum rate of $5 for breakfast, $10 for lunch, and $20 for dinner.

ARTICLE 23
INDEMNIFICATION

23.1 Tort Claims: The Employer will indemnify an employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute fraud, malice, willful misconduct, or intentional wrongdoing.

ARTICLE 24
CREDIT UNION AND DEFERRED COMPENSATION

24.1 Credit Union: The Employer will make payroll deductions for any employee, upon written request, to be paid to appropriate credit union as authorized by N.J.S.A. 40A: 9-17.

24.2 Deferred Compensation: The Employer will sponsor a deferred compensation plan for use by employees.

ARTICLE 25
PERSONNEL RECORDS

25.1 Inspection of Files: Upon reasonable prior request, the personnel records of any employee shall be open to the inspection of the employee. Copies of the contents shall be provided upon request. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

25.2 Disciplinary Records: An employee will be given a copy of any disciplinary document which is placed in the employee's official personnel file.

ARTICLE 26
SENIORITY AND BREAKS IN SERVICE

26.1 Resignations: Employees who resign will give two weeks' notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice. An employee who gives proper notice will be permitted to rescind their resignation for good cause within forty-eight (48) hours after submission. An employee who fails to give proper notice will not be allowed to rescind his or her resignation without the permission of the Employer.

26.2 Seniority Defined: Seniority will be defined as length of employment at the Shady Lane Nursing Home (including time worked at the Shady Lane Home under a previous employer), beginning with the employee's date of hire, without interruption due to resignation, retirement, or removal. Employees who terminate in good standing and are subsequently rehired within sixty (60) days will be considered to have no interruption in continuous service.

ARTICLE 27
JOB OPENINGS

27.1 Posting: All job openings shall be posted on an appropriate bulletin board for a period of at least five working days prior to filling such opening. The Local President shall receive a copy of all CWA unit jobs via email the day the openings are posted. Employees may apply for

posted positions within this period. Nothing herein shall restrict the Employer's right to assign work on an interim basis.

27.2 Preference: The Employer reserves sole determination to make promotional appointments or to hire from outside the facility. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, as determined by the Employer. When qualifications are substantially equal as determined by the Employer, the Employer will give preference according to seniority.

ARTICLE 28
LAYOFFS

28.1 Notice of Anticipated Layoff: The Employer agrees that the Union shall be given advance written notification if lay-offs are anticipated, stating the reasons for such action.

28.2 Procedures for Layoffs: Whenever the workforce is to be reduced, the Employer will identify the duties to be eliminated or combined and, where practicable, shall give 45 days' written notice to all employees in the bargaining unit. Employees in the affected job functions shall be laid off in reverse order of seniority, except that any such employee who is qualified to perform the duties of a different position with minimal training (i.e., as would normally be given a new employee in the position), as determined by the Employer, shall have bumping rights over less senior employees in such positions.

28.3 Procedures for Recall: Whenever a position is established or re-established, qualified employees who have been laid off within the previous nine months shall be notified in writing and shall be given preference for re-hire according to seniority.

ARTICLE 29
HEALTH AND SAFETY

29.1 Safe and Healthy Workplace: The Employer shall provide a safe and healthy workplace as required by law.

29.2 Protective Equipment: Protective equipment required by the Employer shall be supplied without charge to the employee. The employee's regular work shoes and uniforms shall be the employee's responsibility.

29.3 Furnishing of Information: The Employer will furnish to the Union health and accident information which may be required by the Union in order to perform its representational duties subject to the confidentiality requirements of state and federal law.

29.4 Fitness-for-Duty Procedures:

(a) Examinations and other medical inquiries for the purpose of determining whether employees are able to perform their essential functions or do not pose a direct threat to health or safety on the job shall be in conformity with the Americans with Disabilities Act, the New Jersey Law Against Discrimination, the Family & Medical Leave Act, and any other applicable laws.

(b) Whenever an employee is required by the Employer to undergo a fitness-for-duty examination by a physician selected by Employer, the Employer will notify the employee of the reason(s) for the request. The examination will be conducted at the expense of the Employer. The employee shall not suffer loss of pay or benefits for any period of time absent from work while waiting for this medical examination, other than for time which the physician deems the employee to be unfit to perform the essential functions of the employee's job. All medical information concerning employee will be safeguarded to protect confidentiality.

(c) Employees may be required to undergo reasonable-suspicion drug or alcohol testing in accordance with the Drug and Alcohol Use and Testing Policy for Shady Lane Nursing Home Employees as agreed to by the Employer and the Union.

ARTICLE 30
PERFORMANCE EVALUATIONS

30.1 Periodic Performance Evaluations: Each employee's performance shall be evaluated annually as required by federal or state regulations or as management may deem necessary.

30.2 Criteria: Employees shall be informed of the performance criteria prior to the evaluation period.

30.3 Copy of Evaluation: A copy of the evaluation will be furnished to the employee. The completed evaluation shall be signed by both the employee and the evaluator. The employee's signature shall acknowledge receipt of the evaluation, but shall not be construed as indicating agreement or disagreement with the contents. An employee's refusal to sign the acknowledgement of receipt shall be grounds for discipline.

30.4 Conference: If requested, the supervisor or manager shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

30.5 Appeals: If the employee disagrees with the evaluation, they may request reconsideration and /or note exceptions to the official record. The evaluation may be appealed through the grievance procedure, except that final and binding determination shall reside with management and arbitration shall not be available.

ARTICLE 31
GRIEVANCE PROCEDURE

31.1 Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor.

31.2 Definition: The term "grievance" as used herein shall mean an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.

31.3 General Provisions:

(a) Formal grievances shall be filed through the Union, in writing, utilizing the following procedures. However, nothing herein shall prevent an employee from taking a grievance informally to an appropriate supervisor or manager at any time, with or without the Union's involvement, provided that any adjustment shall not be in violation of this Agreement

(b) A grievance must be initially filed within 21 calendar days of the occurrence giving rise to the grievance (or within 21 calendar days after the grievant became aware of the occurrence). Thereafter, when advancing from Step 1 to Step 2 or from Step 2 to Step 3, the grievant shall have 10 calendar days from the receipt of management's response. If a response is not received, the grievant may advance the grievance to the next step within a reasonable time.

(c) Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. Time limits for filing or responding to grievances at any step may be extended by consent of the parties.

(d) An aggrieved employee may be represented at all stages of the grievance procedure by a Union representative.

(e) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if time away from the job is required.

(f) There shall be no loss of pay for employees to participate in any grievance hearing or conference, either as grievant or as witnesses.

31.4 Steps:

Step 1. The grievance shall be taken first to the immediate supervisor, unless the matter is not within the supervisor's authority. The supervisor shall attempt to resolve the problem if possible and shall provide a written response with 7 calendar days. This step may be skipped by mutual consent.

Step 2. If the matter is not resolved as Step 1, the grievant may submit the grievance to the Administrator, who shall render a decision in writing with 14 calendar days thereafter. If requested, a conference will be provided prior to the Administrator's decision. This step may be skipped by mutual consent.

Step 3. If the matter is not resolved at Step 2, it may be appealed to the Executive Director, who shall consider the matter and render a written decision within 21 calendar days. If a hearing is requested at this step, the Executive Director shall conduct the hearing prior to their decision.

Step 4. If the Union is not satisfied with the response to the grievance at the preceding step, demand for arbitration may be made by the Union to the Public Employment Relations Commission within 30 calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

(a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement.

(b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement

(c) No more than one grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

(d) It is understood that arbitration is limited to the four corners of the Agreement and the arbitrator is not to consider any past practice precedent.

(e) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.

(f) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

ARTICLE 32
DISCIPLINE AND DISCHARGE

32.1 Just Cause: All disciplinary actions shall be for just cause. Penalties for misconduct may consist of written reprimands, suspensions, demotion, or discharge. Except in serious cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

32.2 Violations: Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Employees must obey the Employer even if the employee believes that the order violates the terms of this Agreement, unless obeying would be illegal or would cause danger to the employee, a client, or any other person. Employees remain free to grieve any Employer directive pursuant to the provisions of this Agreement. Employees may be disciplined for incompetence, inefficiency, or failure to perform assigned duties; insubordination; inability to perform assigned duties; chronic or excessive absenteeism or lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; misuse of public property; discrimination in regard to equal employment opportunity, including sexual harassment; and other sufficient cause.

32.3 Weingarten Rights: An employee, who reasonably believes that they may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled, upon request, to have a Union representative present during such questioning. This

shall not apply to interviews which are intended only to provide counseling, information, or instruction.

ARTICLE 33
OUTSIDE EMPLOYMENT

33.1 Limitations on Outside Employment: Employment outside the Shady Lane Home shall be subject to the following restrictions:

(a) Employees shall not engage in any outside employment that would violate the Local Government Ethics Law.

(b) Employees shall not undertake any outside employment that would substantially impair their ability to perform their normal duties as employees of the Shady Lane Home.

(c) Employees shall not perform work for any other employer while simultaneously on the clock and being paid for their services as employees of Shady Lane Home.

(d) Employees shall not perform work for any outside employer while on a medical leave of absence (including Workers' Compensation leave) if such work would be reasonably expected to have an adverse effect on the employees' recovery.

33.2 Reporting of Outside Employment: Employees are encouraged to report any new or prospective outside employment in order to insure against conflicts with their jobs at the Shady Lane Home. Employees shall also be required to report any outside employment of a continuing nature upon receiving annual notice of such requirement by the Employer. The information to be provided shall consist of the name and address of the outside employer(s), the nature of the job(s), and the approximate number of hours (or range of hours) that the employee anticipates working each week.

ARTICLE 34
GENERAL PROVISIONS

34.1 Severability: If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

34.2 Fully-Bargained Clause: This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as set forth herein. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

34.3 Term of Agreement: This Agreement shall be effective immediately on the date of signing below and shall continue in full force and effect through December 31, 2026. The parties shall commence negotiations on a successor Agreement pursuant to regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 15th day of May 2024.

FOR THE UNION	FOR THE EMPLOYER
[signature]	[signature]
[signature]	
[signature]	

APPENDIX A

TITLES AND STARTING SALARY RANGES

TITLE	2024	2025	2026	LONGEVITY 10 Years	15 Years	20 Years
Maintenance Worker	13.72	14.17	14.63	950	1267	1583
Certified Nurse's Aide (CNA)	21.00	21.68	22.39	950	1267	2583
Cook	17.50	18.07	18.66	1038	1384	1730
Environmental Service Worker	12.85	13.27	13.70	895	1194	1492
Food Service Worker	16.00	16.52	17.05	895	1194	1492
Lead Maintenance Worker	17.22	17.78	18.36	1168	1558	1497
Lead Environmental Service Worker	16.15	16.67	17.22	1101	1468	1835
Lead Therapeutic Aide	16.68	17.22	17.78	1134	1512	1890
Licensed Practical Nurse (LPN)	33.00	34.07	35.18	1524	2032	2541
Medical Records Clerk	15.13	15.62	16.13	1038	1384	1730
Secretary/Scheduler	13.25	13.68	14.13	950	1267	1583
Therapeutic Aide	16.00	16.52	17.05	922	1230	2537