



HPAE

Local 5097

Representing Service and Maintenance

at Complete Care at Harborage, LLC

Health Professionals and Allied Employees

AFT/AFL-CIO

to

Complete Care at Harborage, LLC

May 31, 2023 – May 31, 2026

HPAE

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ARTICLE 1.	UNION RECOGNITION.....
ARTICLE 2.	UNION SECURITY AND CHECK OFF
ARTICLE 3.	CONDUCT OF UNION BUSINESS
ARTICLE 4.	REPRESENTATIVES
ARTICLE 5.	SENIORITY
ARTICLE 6.	LEAVE OF ABSENCE.....
ARTICLE 7.	DISCIPLINES AND DISCHARGE.....
ARTICLE 8.	GRIEVANCE PROCEDURE
ARTICLE 9.	NO STRIKE/NO LOCKOUT
ARTICLE 10.	NON-DISCRIMINATION.....
ARTICLE 11.	FILLING VACANT POSITIONS
ARTICLE 12.	NOTIFICATION.....
ARTICLE 13.	SEPARABILITY.....
ARTICLE 14.	WORK SCHEDULES AND TIME REQUESTS
ARTICLE 15.	CLASSIFICATION OF EMPLOYEES
ARTICLE 16.	WAGES AND EXPERIENCE RECOGNITION
ARTICLE 17.	PAID TIME OFF.....
ARTICLE 18.	HOLIDAYS.....
ARTICLE 19.	EARNED SICK LEAVE.....
ARTICLE 20.	MANAGEMENT RIGHTS.....
ARTICLE 21.	LABOR-MANAGEMENT & STAFFING COMMITTEE
ARTICLE 22.	HOURS OF WORK AND OVERTIME
ARTICLE 23.	BEREAVEMENT LEAVE
ARTICLE 24.	JURY DUTY LEAVE
ARTICLE 25.	TERMINAL BENEFITS.....
ARTICLE 26.	REPORTING AND ON-CALL PAY
ARTICLE 27.	TUITION REIMBURSEMENT.....
ARTICLE 28.	PERSONNEL FILES
ARTICLE 29.	BENEFITS
ARTICLE 30.	SAFETY & HEALTH
ARTICLE 31.	RETIREMENT.....
ARTICLE 32.	SUCCESSORS
ARTICLE 33.	EFFECTIVE DATE AND TERMINATION.....

Side Letter of Agreement 1 DISASTER RELIEF

Side Letter of Agreement 2 CNA CERTIFICATION CLASSES

AGREEMENT

ARTICLE 1. UNION RECOGNITION

- 1.1** Complete Care at Harborage, LLC recognizes the Union as the sole and exclusive bargaining agent on behalf of all employees in the collective bargaining unit defined as follows:

All regular full-time and regular part-time and per diem service and maintenance employees, including nurse's aides, residential aides, recreation aides, unit clerks, receptionists, housekeepers, laundry aides, laundry machine operator I, laundry machine operator II, and rehabilitation aides and maintenance employees, but excluding all professional employees, technical employees, office clericals, department heads, managerial employees, guards and supervisors (including the lead housekeeping employee) as defined in the National Labor Relations Act.

See Article 15 for definitions of regular full-time, regular part-time and per diem employees.

- 1.2** Complete Care at Harborage, LLC will provide an employee with his/her job description within thirty (30) calendar days of hire. All job descriptions relating to a department/unit will be maintained in said area and made easily accessible to the employees of that department/unit.
- 1.3** In the event Complete Care at Harborage, LLC is taken over in receivership or bankruptcy proceedings, the receiver's and/or trustee's obligations shall be governed by the applicable Federal bankruptcy provisions.

The Union will be informed of any sale merger, or transfer of assets at least thirty (30) days in advance of such transaction.

- 1.4** Regular full-time and regular part-time employees shall be on probation for a period of ninety (90) calendar days.

Per Diem employees shall be on probation for a period of one hundred eighty (180) calendar days.

- 1.5** Complete Care at Harborage, LLC shall have the right to discharge employees during their probationary period with or without cause, and such discharge shall not be subject to the grievance procedure of this Agreement. Upon the satisfactory completion of the probationary period, employees shall be placed on the seniority list as of their hiring dates. During an employee's probationary period they shall not be entitled to any paid leave or paid time off.

- 1.6 Probationary employees will be eligible for benefits (as described in Article 30) on the 1st of the month following the date of hire.

ARTICLE 2. UNION SECURITY AND CHECK OFF

- 2.1 It shall be a condition of employment that all employees of Complete Care at Harborage, LLC covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing by the payment of initiation fees and periodic dues uniformly required by the Union of all its members.
- 2.2 All current employees who are covered by this agreement and are not members of the Union on the effective date of this Agreement shall, either become a member within thirty (30) calendar days or notify the Union by certified mail within thirty (30) days of their intent to become a non-member.
- 2.3 Should a new employee covered by this agreement, and hired by Complete Care at Harborage, LLC, an employee transferring into the bargaining unit, or any current employee covered by this agreement refrain from becoming a member of the Union, said employee shall notify the Union in writing that such employee chooses to refrain from becoming a member of the Union. Such written notice shall be forwarded from the employee to the Union by certified mail with five (5) days from the time such an employee completes their probationary period or from the time a current employee chooses to refrain from remaining member of the Union. The Union shall notify Complete Care at Harborage, LLC in writing of the name of any employee who has forwarded such a written notice to the Union within ten (10) days from the Union's receipt.
- 2.4 In the event that any new employee hired by Complete Care at Harborage, LLC that is covered by this agreement, an employee transferring into the bargaining unit or any current employee covered by this agreement chooses to refrain from becoming a member of the Union and serves appropriate notice to the Union as per Article 2.2, or 2.3 above, such employee shall be required, nevertheless, to pay a fee for service equivalent to membership dues and initiation fees uniformly required by the Union of all its members or become a proportionate share payer and pay the percentage of fees and uniform periodic dues used for activities, germane to the Union's status as the unit's exclusive bargaining representative. Said service fees shall be considered a condition of continued employment with Complete Care at Harborage, LLC and such Complete Care at Harborage, LLC shall deduct said service fee from the pay of such employee (refer to Article 2.6).
- 2.5 The Union will inform employees of this Union security obligation and options under Articles 2.1, 2.2, and 2.3 herein. An employee who fails to comply with his/her Union security obligation will be subject to discharge. Complete Care at Harborage, LLC will discharge an employee upon written notification from the Union that the employee

has failed to meet her/his Union security obligation and an unequivocal demand by the Union that the employee be discharged. Complete Care at Harborage, LLC will then discharge any such employee effective fifteen (15) days after the receipt of such notice; provided, however, that if Complete Care at Harborage, LLC is informed by the Union in writing within such fifteen (15) day period; that the employee has fulfilled her/his Union security obligation during that period, the original Union notice to discharge will be null and void.

- 2.6** Upon receiving written authorization of an employee, Complete Care at Harborage, LLC agrees to deduct from each paycheck membership dues/fees in such amounts as fixed pursuant to the by-laws and constitution of the Union during the term of this Agreement. Pursuant to the law, the authorization shall be revocable on the termination of this Agreement or upon expiration of one (1) year from the date of the authorization, whichever is sooner. The Union is responsible for providing employees with a dues deduction form and shall send the signed forms to Complete Care at Harborage, LLC. The dues deduction authorization shall be effective only if executed after the date of execution of this Agreement.

Complete Care at Harborage, LLC agrees that it shall forward to the Union, by the 15th of the month following the month for which the dues are collected, a check representing such Union dues and a list of names of the employees from whom the deductions were made, the amount deducted, hourly rate and the number of hours worked.

- 2.7** The Union shall indemnify Complete Care at Harborage, LLC and hold Complete Care at Harborage, LLC harmless against all claims, demands, suits and other forms of liability that arises out of, or by any reason of, action taken or not taken for the purpose of complying with any of the provisions of this Article.
- 2.8** Neither Complete Care at Harborage, LLC nor the Union shall restrain or coerce any employee in the exercise of their choice to become or refrain from becoming a member of the Union.
- 2.9** Complete Care at Harborage, LLC will provide to the Union the following information for all new hires monthly: the employee's name, address, email address, phone number, classification, date of hire, rate of pay, last four digits of employee's social security / employee ID number, and date of birth. Complete Care at Harborage, LLC will notify the Union of changes in the status of employees on the payroll (i.e., full-time to part-time, leave of absence, terminations) monthly.
- 2.10** Complete Care at Harborage, LLC shall provide an updated list of bargaining unit employees every six (6) months, in January and July, that shall include employee's name, address, email address, phone number, classification, date of hire, rate of pay, last four digits of employee's social security / employee ID number, and date of birth. The Employer will notify the Union in writing of an employee's retirement and provide the Union with the last known address.

- 2.11** Voluntary Check-off for COPE - Upon receipt of a voluntary, duly authorized check-off authorization, Complete Care at Harborage, LLC shall deduct such amount of monies authorized by employees for the union's political action fund, HPAE Committee on Political Education (COPE). The money deducted from the employees' paychecks and an itemized list of such deductions shall be forwarded to the union no less than once per month and no later than one (1) month following the deductions.

ARTICLE 3. CONDUCT OF UNION BUSINESS

- 1.1** Non-employee authorized Union representatives shall have reasonable access to the Complete Care at Harborage, LLC premises for the sole purposes of investigating grievances and ascertaining whether Complete Care at Harborage, LLC is complying with the provisions of this Agreement. Non-employee representatives, however, shall give notice to the Complete Care at Harborage, LLC Administrator, or his/her designee at least forty-eight (48) hours in advance of the visit to make mutually convenient arrangements. If circumstances arise in which forty-eight (48) hours' notice is not possible then the Union shall provide reasonable advance notice. Further to its discretion, Complete Care at Harborage, LLC may waive the notice requirement upon the request of the Union. The non-employee Union representative may request to see employees on duty. Complete Care at Harborage, LLC may deny any such request if it interferes with patient care.
- 1.2** During such visits described in paragraph 1 above, the non-employee authorized Union representative will not have access to any direct patient care area. Non-employee Union representatives shall not interfere with or disrupt patient care or the business of Complete Care at Harborage, LLC.
- 1.3** The collective bargaining activities of employees, non-employee authorized Union representatives or Union representatives shall not interfere with or disrupt patient care or the business of Complete Care at Harborage, LLC. Collective bargaining or Union activities will not take place on the nursing units, in patient care areas or in work areas.
- 1.4** Complete Care at Harborage, LLC will provide a bulletin board in each break room on each floor. The bulletin board will have a glass door that may be locked for the exclusive use of the Union. The Union shall not post literature that would be offensive to a reasonable person. Comments and updates about collective bargaining activities are not included in this category.
- 1.5** Complete Care at Harborage, LLC shall provide a mailbox, which may be locked for Union use to be located in the time clock area.
- 1.6** Complete Care at Harborage, LLC shall provide the union with one half (1/2) hour to speak during the first day of the orientation, to orient new employees to the union. This one half (1/2) hour period shall be pre-arranged by management and not occur

during the new employee's lunch or break time(s). Complete Care at Harborage LLC shall give the union notice when an orientation is scheduled. The union shall designate one employee union representative to speak at the new hire orientation.

ARTICLE 4. REPRESENTATIVES

- 4.1** Complete Care at Harborage, LLC recognizes the right of the Union to designate no more than twelve (12) representatives for the enforcement of this Agreement ("Union Representatives"). The Union will notify Complete Care at Harborage, LLC of its designations.
- 4.2** Representatives have no authority to take strike action or any other action interrupting the Complete Care at Harborage LLC operations, during the term of Agreement or any extension thereof.
- 4.3** Complete Care at Harborage, LLC will permit the work schedule of Union Representatives to be adjusted to permit the employee to attend to outside Union business provided notice is given two (2) weeks prior to the posting of the work schedule. After every effort is made to accommodate the request however, Complete Care at Harborage, LLC may deny it if proper staffing levels cannot be maintained. The maximum any one employee/officer may use under this provision is six (6) days per contract year per Union officer.
- 4.4** Employees who attend Labor-Management Committee meetings and grievance meetings during their regularly scheduled hours shall not suffer any loss in pay. The paid time spent in meetings will be considered time worked for the purposes of calculating overtime.
- 4.5** Recognizing the Union's need to conduct Union business, the duly elected officers of the Union will be permitted a grand total of two twenty (20) paid workdays and seven (7) unpaid days per contract year, limited to Union business, conferences, educational purposes and Union meetings ("Union Business Days"). The Union will schedule Union Business Days two (2) weeks in advance through a written request to the Employer, prior to the posting of a new schedule in which said Union Business Days will be taken. Management insofar as possible will not unduly deny requests due to occasional unforeseen events. This time shall be counted as time worked. Union Business Days shall not accrue from year to year.

ARTICLE 5. SENIORITY

- 5.1** Seniority for purposes of this Agreement, means the length of continuous service with Complete Care at Harborage, LLC in the unit described in Article 1.1. Seniority shall be calculated from the date an employee enters employment in a unit position. Seniority shall be applied to the assignment of available shifts, use of accrued leave,

filling vacant positions, assignment of permanent assignments, floating and layoff and recall procedures. Seniority shall be applied only as described in each article.

- 5.2 Should Complete Care at Harborage, LLC, in its discretion, determine that a layoff or reduction in hours is necessary, the anticipated length and reason for such shall be sent to the Union at least fourteen (14) calendar days in advance of the layoff.
- 5.3 Any layoff shall be by seniority within shift and job classification with the most recently hired employee being the first to be laid off.

Employees that are informed that they are to be laid off shall have the right to bump the least senior employee in his/her job classifications. If an employee is unable to bump an employee in his/her own classification, they may bump the least senior employee in an equal paying or lower paying classification provided he/she has the skill and ability to perform the job. An employee who chooses not to bump another employee shall be laid off without affecting his/her recall rights. A non-certified individual cannot displace a certified nurse aide.

A Union officer shall have the right to be present in meetings with affected bargaining unit employees.

- 5.4 Employees shall be recalled from layoff in the reverse order in which they were laid off. Complete Care at Harborage, LLC shall send notice, via certified mail, return receipt requested, to the last known address appearing in the Complete Care at Harborage LLC records.

Recalled employees shall contact Complete Care at Harborage, LLC within five (5) working days of the date of mailing notice and must return to work within one (1) week of the receipt of the notice unless emergent circumstances exists. Employees shall retain the right of recall for one (1) year from the date of layoff.

- 5.5 In the units, shifts or departments wherein Complete Care at Harborage, LLC intends to lay-off employees, the following order shall be followed:
 - 1. Similarly situated Volunteers.
 - 2. New employees on probation
 - 3. Least senior employees based on section 5.3.
- 5.6 Employment shall be deemed terminated and seniority shall be deemed broken under the following circumstances:
 - A. Layoff for continuous period of over one (1) year.
 - B. Discharge.
 - C. Resignation; and
 - D. Exhaustion of leave unless extended by the Harborage in writing.

5.7 Complete Care at Harborage, LLC shall maintain a seniority list showing employees' names, classifications, shifts, dates of hire and departments. Complete Care at Harborage, LLC shall provide a copy of said list within two (2) working days of a demand by a Union Representative.

5.8 Severance Pay

Employees who are laid off shall receive severance pay as described below if requested.

Severance pay is in lieu of recalling rights.

One (1) week's severance pay for at least five (5) years seniority and less than ten (10) years seniority.

Two (2) weeks' severance pay for at least ten (10) years seniority and less than fifteen (15) years seniority.

Three (3) weeks' severance pay for at least fifteen (15) years seniority and less than twenty (20) years seniority.

Four (4) weeks' severance pay for twenty (20) or more years seniority.

ARTICLE 6. LEAVE OF ABSENCE

6.1 The Leave of Absence policy applicable to non-union Complete Care at Harborage LLC employees, as it may be amended, changed, or terminated from time to time, will be incorporated by reference, and shall continue in full force and effect for the term of this Agreement.

Complete Care at Harborage, LLC will adhere to all Federal, state, and local leave policies such as FMLA, NJFMLA, Military Leave and will update their handbook as needed.

6.2 UNION BUSINESS LEAVE

One (1) continuous leave of absence not to exceed one (1) year shall be granted to employees with one (1) or more years of service, to accept a full-time position with the Union. Upon expiration of the leave, the employee will be reinstated to the first vacant position which he/she formerly held on his/her former shift.

If an employee takes Union business leave for a period of two (2) months or less, the employee will be reinstated to his/her former shift provided at least two (2) weeks advance notice is given before the start of the leave.

No more than one (1) employee per year may utilize this provision at any given time.

6.3 PERSONAL LEAVE

Complete Care at Harborage, LLC may grant unpaid personal leaves of absence in its discretion.

6.4 EDUCATION LEAVE

Educational leave for any 12-month period shall not be unreasonably denied for employees who have completed one year of service and who are actively enrolled. Following completion of the 12-month leave, the employee shall have the right to return to his/her titled position without loss of seniority.

6.5 WORKERS COMPENSATION

Employees on light duty may be utilized for day watch.

Complete Care at Harborage, LLC will provide necessary workers compensation coverage and care under applicable NJ State law.

Complete Care at Harborage, LLC will provide the union a copy of our workers compensation policy and program upon request.

ARTICLE 7. DISCIPLINES AND DISCHARGE

- 7.1 Complete Care at Harborage, LLC reserves the right to discipline or discharge employees for "just cause".
- 7.2 All discipline must be given, in writing, to the employees involved. The Union shall be notified in writing within two (2) business days by providing a representative designated by the Union with a copy of a discharge, suspension, or discipline notice.
- 7.3 A grievance by an employee claiming that he/she has been unjustly or improperly discharged, written warning or suspended must be submitted to Complete Care at Harborage, LLC within ten (10) days of written notification of discharge, disciplinary action, or suspension.
- 7.4 The time limits specified herein shall exclude Saturdays, Sundays, and holidays.
- 7.5 Prior to an employee being asked to attend an investigatory interview that may lead to a discipline or a disciplinary conference in which discipline is given, Complete Care at Harborage, LLC representative holding the interview shall inform the employee of the nature of the interview or meeting, including that the interview may lead to a discipline. In the situation described above, the employee shall have the right to request a Union representative on duty to be present. If in the event that there is no Union representative on duty, Complete Care at Harborage, LLC may temporarily remove the employee from the performance of his or her job, with or without pay, in the Harborage's judgment (subject to the grievance procedures) and will proceed

with the discipline conference or investigatory interview when a Union representative is available. In situations where a Union representative is not available and the Complete Care at Harborage, LLC regulatory or licensure obligations require an immediate investigation, the interview will not be delayed provided the employee involved shall have the right to choose any bargaining unit member to attend the interview. If an employee is suspended, temporarily removed or terminated between the hours of 11pm and 6am, management shall offer cab fare to be deducted from the employee's next paycheck.

7.6 Absenteeism and Lateness.

Absences and lateness are factors considered in determining overall job performance. Therefore, excessive absenteeism and/or lateness can result in disciplinary action up to and including termination of employment. Employees should adhere to departmental expectations and guidelines with respect to call-out protocols.

Employees are responsible for remaining informed of these practices and/or any changes in practices as they occur.

ABSENTEEISM

An occurrence of absenteeism is defined as:

- Call outs or absences greater than two-thirds of a scheduled shift that were not authorized or previously scheduled and approved.
- Absences that are not sanctioned under the auspices of jury duty, flex time, bereavement, military leave, FMLA, the New Jersey Paid Sick Leave Act and/or other approved leaves or leaves under the instruction/advice of Occupational Medicine Services.

Process:

- During normal weekdays and non-Holiday time:
 - 1 or 2 consecutively scheduled days out of work as defined above = (1) occurrence.
 - 3 or more consecutively scheduled days out of work as defined above = (2) occurrences.
- During a weekend shift (beginning 7pm Friday and ending 7am Monday) or Holiday (beginning 12am on the "eve" of the Holiday and ending 12am the day following the Holiday):

The number of occurrences will be equal to the cumulative and actual number of days absent.

Guidelines:

- Excessive absenteeism is defined as follows:
 - For employees working 8-hour shifts: 5 occurrences in a rolling 12-month period starting with the date of first occurrence.
 - For employees working 10-hour shifts: 4 occurrences in a rolling 12-month period starting with the date of first occurrence.

- For employees working 12-hour shifts: 3 occurrences in a rolling 12-month period starting with the date of first occurrence.
- Discipline for excessive absenteeism will be managed per the Guidelines for Cooperation and Discipline.

To the extent permitted under federal and state law, and at the leader's discretion, employees may be asked to present a physician's note to Occupational Medicine Services. It is not necessary to include a diagnosis or personal and private medical information in this document.

LATENESS

An occurrence of lateness is defined as:

- Arriving at assigned workstation greater than 5 minutes after the scheduled start time of the shift and/or failing to return in a timely manner from a meal break or work break.

Employees are required to adhere to departmental guidelines if they work in areas where they are required to change into and out of scrubs or other required uniforms to perform their job duties.

Guidelines:

- Excessive lateness is defined as 5 occurrences in a rolling 12-month period starting with the date of first occurrence.
- Discipline for excessive lateness will be managed per the Guidelines for Cooperation and Discipline.

ARTICLE 8. GRIEVANCE PROCEDURE

- 8.1** For the purpose of this Agreement, the term "grievance" shall mean a dispute which arises after the effective date and prior to the expiration date of this Agreement concerning the meaning and application of the express written provisions of this Agreement. Employees should attempt to discuss and resolve issues and differences with their immediate supervisor.
- 8.2** A grievance that is not disposed of in accordance with the following procedure shall be considered waived and/or settled and such waiver and/or settlement shall be final and binding upon Complete Care at Harborage, LLC and its members, the employee or employees involved, and the Union.

Step 1: If the issue cannot be mutually resolved after discussion with the immediate supervisor, an aggrieved employee and/or Union Representative shall present the grievance to the Administrator in writing within 10 calendar days from the date of the occurrence. The Union Representative, the grievant, and the Administrator or designee shall meet and attempt to settle the grievance.

Step 2: If the matter is not settled at Step 2, the Union shall, within five (5) calendar days of the receipt of the Department Head's response, present the grievance, in writing, to the Regional Director of Human Resources. At a mutually convenient time, the Administrator or Administrator's designee shall meet with the grievant and one (1) Union representative and, if necessary, a non-employee Union representative to resolve the grievance. At the meeting, the Union representative shall have the opportunity to interview the management personnel involved, as well as call other witnesses on behalf of the Union members. The Administrator/designee shall send the decision, in writing, to the grievant with a copy to the Union within ten (10) working days of the meeting.

Step 3: If the matter is not settled in the foregoing steps, either the Union or Complete Care at Harborage, LLC may appeal the dispute within twenty (20) calendar days to arbitration in accordance with the procedures established by the American Arbitration Association.

The decision of the arbitrator shall be rendered within thirty (30) days of the hearing and shall be final and binding upon the Union, Complete Care at Harborage, LLC and all affected employees.

The arbitrator's function is to interpret the express provisions of this agreement and to decide disputes of alleged violations of the provisions of this Agreement. The arbitrator shall not supplement, enlarge, or alter the plain meaning of the provisions of this Agreement. The arbitrator shall have no authority to hear or decide an issue not covered by this Agreement.

- 8.3** Since it is important that a grievance be processed as expeditiously as possible, the number of days indicated at each level shall not be considered merely procedural but shall be deemed of the essence. Any grievance shall be considered settled if not appealed to the next step within the time limits set forth herein. Time limits, however, may be extended only by mutual agreement in writing signed by both parties. A grievance which affects a number of employees, or which concerns the termination of an employee may initially be presented by the Union at Step 3 of the Grievance Procedure.
- 8.4** The Parties shall not combine grievances and file for arbitration unless mutual agreement of the issue is reached.
- 8.5** The filing costs and arbitration costs shall be borne equally by the Union and Complete Care at Harborage, LLC.
- 8.6** Employees will not be paid for their participation in arbitration.
- 8.7** The Union agrees that only the employees reasonably necessary for the conduct of a full and fair hearing will attend the arbitration proceedings, which may include employees that are officers of the Local Union, when the Union deems necessary.

- 8.8** Union representatives will be paid for their participation in the grievance process if the participation occurs during their normally scheduled work time provided the representative receives prior permission from his/her supervisor. Union representatives will not be paid for their participation in arbitration.
- 8.9** The maintenance of a peaceful and constructive relationship among the Union, Complete Care at Harborage, LLC and the unit members requires the use of the grievance's machinery for the settlement of all contractual complaints, disputes and grievances. No unit member or group of unit members may initiate any grievance proceeding, move to confirm or vacate an arbitration award or seek to interpret or enforce this Agreement on their own initiative or responsibility. All the rights and privileges created by or implied from this Agreement shall be enforceable only in the manner established by this Agreement.
- 8.10** The parties recognize and agree that it may be mutually beneficial to expedite the resolution of certain grievances. Upon mutual agreement on a case-by-case basis, the parties shall follow the following procedures:

The party initiating the grievance will notify the American Arbitration Association (AAA) and request an expedited arbitration hearing. The following rules shall be followed:

- AAA will forward one list to the parties involved that will list five arbitrators. The parties may strike one name from the list prior to returning it to AAA and number the remaining names in order of preference. The list must be returned within 10 working days of being sent out by AAA.
- The arbitrators listed by AAA must agree to hear the case within sixty (60) calendar days of being assigned the case. If the arbitrator cannot hear the case within the time limit, they shall not be included on the list by AAA.
- If for any reason the arbitrator cannot fulfill the obligation after being assigned the case, AAA shall assign the next arbitrator by order of preference on the list.

If the parties do not agree upon a mutual date within the sixty (60) days described above, the arbitrator shall assign a date over the next thirty (30) days.

Once an arbitrator and date have been selected:

- Both sides will meet prior to the arbitration hearing date to identify a) the issue that the arbitrator will be deciding, b) joint exhibits, c) stipulated facts regarding the grievance, and d) the list of witnesses. If agreement can't be reached on the list of witnesses either side may bring the witnesses that they want.
- With mutual agreement there shall be no post-hearing briefs. Each side shall make an opening statement and concluding statement to identify their position and proof. If

mutual agreement is not reached on no post-hearing briefs, they must be filed within two weeks of the hearing.

ARTICLE 9. NO STRIKE/NO LOCKOUT

- 9.1** During the life of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit down, picketing, intentional hand-billing of non-employees while on Complete Care at Harborage, LLC premises* or boycott, whether they be a primary or secondary nature. (*For the purposes of this Article Complete Care at Harborage, LLC premises does not include the area immediately west and adjacent to the public driveway entrances on River Road).

Complete Care at Harborage, LLC agrees that there shall be no lockout during the life of this Agreement. A close-down for any reason other than a labor dispute involving this bargaining unit and Union, shall not be a lockout.

- 9.2** Complete Care at Harborage, LLC shall have the unqualified right to discharge or discipline any or all employees who engage in any conduct in violation of the law or this Article subject to the grievance procedures.
- 9.3** Either party shall have the right to pursue legal action including claims for damages and/or injunctions in a court or agency of competent jurisdiction in the event of a breach of this Article. Any claim, action or suit for damages resulting from the Union's violation of this Article shall not be subject to the grievance provisions of this Agreement.
- 9.4** In addition to the above, should unit employees engaged in any activity in violation of paragraph 9.1 above, the Union, within twenty-four (24) hours of a request by Complete Care at Harborage, LLC, shall do everything in its power to prevent its members, officers, representatives, and employees, either individually or collectively from engaging in the type of activities described above. Specifically, the Union shall take at least the following steps:
1. Advise Complete Care at Harborage, LLC, in writing, that such action by the employees has not been called or sanctioned by the Union.
 2. Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
 3. Publicly disavow such activities; and
 4. Post notices at appropriate locations advising that it disapproves such action and instructing employees to return to work immediately.

ARTICLE 10. NON-DISCRIMINATION

- 10.1** No employee shall be discriminated against directly or indirectly because of his/her membership in or activity on behalf of the Union. Complete Care at Harborage, LLC shall not discriminate against any employee because of race, ancestry, ethnicity, color, creed, religion, national origin, citizenship status, age, gender, pregnancy, marital status or domestic partnership status, disability, affectional or sexual orientation, gender identity and expression, genetic information, atypical cellular or blood trait, mental or physical disability, veteran status or political affiliation or any other protected status in accordance with all federal, state and local laws. All employees shall be treated in a professional manner.

Claims alleging a violation of this provision shall be subject to either the grievance and arbitration provision of this Agreement or an appropriate court or external agency but not both, as determined by the claimant.

ARTICLE 11. FILLING VACANT POSITIONS

- 11.1** Complete Care at Harborage, LLC shall post bargaining vacant positions on the bulletin board for three (3) days (exclusive of Saturdays, Sundays, and holidays) before the position is permanently filled. The posting shall include the full job description along with the specific job duties.

During this period, an employee desiring to be considered for a such vacant position shall file a written request with the Administrator. Complete Care at Harborage, LLC shall respond to employees requesting to fill said positions within ten (5) working days of the close of the three (3) day bid period.

An existing employee shall be given the first opportunity to fill such vacancy, provided he/she has the necessary qualification for the position as determined by Complete Care at Harborage, LLC. For the purposes of this provision an employee seeking to fill a vacant position within his/her classification will be presumed to have the necessary qualifications for the vacant position.

Where two (2) or more qualified employees request said vacant position, selection shall be based on seniority. The employee selected shall be transferred to the new position within thirty (30) calendar days of the date the transfer was approved.

Employees seeking to fill said vacant positions outside of their classifications must meet the objective qualifications as set forth in the job descriptions. Employees that share equal qualifications and performance shall receive preference for the position in order of seniority.

Upon the request of the Union, Complete Care at Harborage, LLC shall send a copy of all bargaining unit job postings, including the date of the posting, job requirements, job descriptions, the job posting number, and a list of all employees who applied for the job to the Union.

11.2 An employee promoted to a higher rated job shall be allowed a reasonable training period not to exceed thirty (30) calendar days to demonstrate his/her ability to perform the job. If the employee is unable to perform the duties of the new job in an acceptable manner, as determined by Complete Care at Harborage, LLC, he/she shall be returned to his/her former position at the former pay rate. An employee promoted to a higher rated job shall have the option of returning to his/her former position with no loss of seniority, provided the employee makes the request to return to the form position within thirty (30) days of the promotion.

11.3 Complete Care at Harborage, LLC shall not exercise its rights under this Article in an arbitrary, capricious, or unreasonable manner.

ARTICLE 12. NOTIFICATION

12.1 All correspondence to the Union, unless otherwise specified herein, shall be addressed to the President of the Union, located at 110 Kinderkamack Road, #1B, Emerson, New Jersey 07630.

ARTICLE 13. SEPARABILITY

13.1 If any provisions of this Agreement are held to be in any violation of any present or future law, it shall, to that extent, be null and void and the remaining provisions of this Agreement shall not be affected thereby but shall continue in full force and effect.

ARTICLE 14. WORK SCHEDULES AND TIME REQUESTS –

14.1 Complete Care at Harborage, LLC shall post work schedules of no less than four (4) weeks. The schedule shall be posted two weeks prior to the commencement of the schedule period. Two (2) weeks prior to the commencement of the schedule period, the Harborage will post a preliminary schedule. Following the posting of the preliminary schedule, Complete Care at Harborage, LLC will offer available shifts by seniority by referring to the availability list as referenced in Article 22.6(1). By the first day of the schedule period, Complete Care at Harborage, LLC will post a second schedule reflecting the additional assignments for which the employees volunteered. Once posted, the schedules shall not be changed except by mutual agreement, and with advance notice. An employee scheduled to work on a weekend (Saturday 12:00 am and Sunday 11:59 pm) who is unable to work will be required to make up the day or days absent during another weekend in the next regularly posted monthly work schedule. An employee will not be required to make up for the absence if the employee can provide a physician's note showing proof of illness. The note must be given to the employee's supervisor at the start of the shift on the day the employee returns to work, without exception.

14.2 The use of outside agency personnel shall be permitted so long as work preference for all available time and assignments is first given to bargaining unit employees.

14.3 No employee shall be required to rotate shifts. This provision does not refer to overtime or per diem employees.

14.4 Unless there is an emergency, such as an act of GOD or unforeseen circumstances, CNAs with a Permanent Assignments will not be floated.

Permanent Assignments will be given by Complete Care at Harborage, LLC guaranteed for those hired prior to 2013 using seniority based on the staff assigned to that floor and shift. However, Complete Care at Harborage, LLC may, in its discretion, determine that the most senior staff is not the appropriate person. If Complete Care at Harborage, LLC determines that the most senior staff will not be assigned, Complete Care at the Harborage, LLC will notify the individual and the Union Representative on the shift. In the case that there is a need to make changes to permanent assignments, Complete Care at Harborage, LLC will give the union 30 days' notice of such changes and will meet to discuss.

Nursing Assistants without permanent assignments will be required to float in accordance with Sections 1 and 2 below and Article 14.5. No employee will be pulled off their unit and replaced with an agency employee or another employee from any other shift or unit/floor.

These provisions do not apply during an emergency.

Supervisors shall not do bargaining unit work, until all efforts are exhausted to fill the work with a bargaining unit member.

14.4 Supervisors shall not do bargaining unit work, until all efforts are exhausted to fill the work with a bargaining unit member.

14.5 Laundry duty shall be assigned evenly, by order of inverse seniority, among all housekeeping/laundry floating personnel.

14.6 Any employee who is called into work during their off hours shall be entitled to a minimum of four (4) hours' pay at the applicable rate. Management will provide a two (2) hour window for employees to arrive at after being called in.

ARTICLE 15. CLASSIFICATION OF EMPLOYEES

15.1 A regular full-time employee is defined as an employee who is regularly scheduled to work thirty-six (30) or more hours per week.

15.2 A regular part-time is defined as an employee who is regularly scheduled to work 20 to 29.99 hours per week.

- 15.3 A regular part-time non-benefit eligible employee is defined as an employee who is regularly scheduled to work less than twenty (20) hours per week.
- 15.4 Full-time employees shall receive earned sick leave, paid time off (“PTO”), health benefits, and holidays. All part-time employees shall receive earned sick leave.
- 15.5 Complete Care at Harborage, LLC will re-classify a part time employee to full time status and provide full time benefits prospectively to said employee should the part time employee average thirty (30) work hours or more per week, which are equal to or exceed those of a full-time employee over a six (6) month period.

Enrollment for health insurance benefits as a full-time employee shall be done within thirty (30) days of the employee's re-classification.

Once re-classified to full time status, an employee shall be maintained as a full-time employee for a minimum of six (6) months except in cases where Complete Care at Harborage, LLC determines that a general layoff is necessary, in which case the provisions of Article 5 shall apply.

- 15.6 Per diem employee is defined as an employee who is designated as per diem at the time of hire. Per diem employees are not entitled to any fringe benefits including pay for time not worked. Per diem employees shall be scheduled only on the weekend shifts. Weekend shifts for the purposes of this article are defined as the shifts commencing Friday at 11 p.m. and ending Monday at 7 a.m. No more than three (3) per diems will be scheduled per day. No per diem will be scheduled for double shifts.

ARTICLE 16. WAGES AND EXPERIENCE RECOGNITION

Each employee will receive the following wage increases:

CNA/Unit Clerks/Rehab Aides

Years Licensed	Proposed Scale	May 31 2024	May 31 2025	May 31 2026
No Experience	19.75	20.75	21.25	21.50
1	19.95	20.95	21.45	21.70
2	20.25	21.25	21.75	22.00
3	20.50	21.50	22.00	22.25
4	20.75	21.75	22.25	22.50
5	21.20	22.20	22.70	22.95
6	21.40	22.40	22.90	23.15
7	21.50	22.50	23.00	23.25
8	21.75	22.75	23.25	23.50
9	21.85	22.85	23.35	23.60
10	21.90	22.90	23.40	23.65
11	21.95	22.95	23.45	23.70

12	22.00	23.00	23.50	23.75
13	22.05	23.05	23.55	23.80
14	22.10	23.10	23.60	23.85
15	22.15	23.15	23.65	23.90
16	22.20	23.20	23.70	23.95
17	22.25	23.25	23.75	24.00
18	22.30	23.30	23.80	24.05
19	22.35	23.35	23.85	24.10
20	22.40	23.40	23.90	24.15

***Housekeeping/Recreation
Aides and Receptionists***

Years Licensed	Proposed Scale	May 31 2024	May 31 2025	May 31 2026
Less than 1	16.00	17.00	17.50	17.75
1	16.25	17.25	17.75	18.00
2	16.50	17.50	18.00	18.25
3	16.75	17.75	18.25	18.50
4	17.00	18.00	18.50	18.75
5	17.25	18.25	18.75	19.00
6	17.50	18.50	19.00	19.25
7	17.75	18.75	19.25	19.50
8	17.80	18.80	19.30	19.55
9	17.90	18.90	19.40	19.65
10	18.00	19.00	19.50	19.75
11	18.10	19.10	19.60	19.85
12	18.20	19.20	19.70	19.95
13	18.30	19.30	19.80	20.05
14	18.40	19.40	19.90	20.15
15	18.50	19.50	20.00	20.25
16	18.60	19.60	20.10	20.35
17	18.70	19.70	20.20	20.45
18	18.80	19.80	20.30	20.55
19	18.90	19.90	20.40	20.65
20+	19.00	20.00	20.50	20.75

Laundry

Years Licensed	# of Employees	Proposed Scale	May 31 2024	May 31 2025	May 31 2026
Less than 1	-	16.00	17.00	17.50	17.75
1	-	16.25	17.25	17.75	18.00
2	-	16.50	17.50	18.00	18.25
3	-	16.75	17.75	18.25	18.50

4	-	17.00	18.00	18.50	18.75
5	-	17.25	18.25	18.75	19.00
6	-	17.50	18.50	19.00	19.25
7	-	17.75	18.75	19.25	19.50
8	-	17.80	18.80	19.30	19.55
9	-	17.90	18.90	19.40	19.65
10	-	18.00	19.00	19.50	19.75
11	-	18.10	19.10	19.60	19.85
12	-	18.20	19.20	19.70	19.95
13	-	18.30	19.30	19.80	20.05
14	-	18.40	19.40	19.90	20.15
15	-	18.50	19.50	20.00	20.25
16	-	18.60	19.60	20.10	20.35
17	-	18.70	19.70	20.20	20.45
18	-	18.80	19.80	20.30	20.55
19	-	18.90	19.90	20.40	20.65
20+	-	19.00	20.00	20.50	20.75

Maintenance Person

Years Licensed	# of Employees	Proposed Scale	May 31 2024	May 31 2025	May 31 2026
Less than 1	-	17.00	18.00	18.50	18.75
1	-	17.25	18.25	18.75	19.00
2	-	17.50	18.50	19.00	19.25
3	-	17.75	18.75	19.25	19.50
4	-	18.00	19.00	19.50	19.75
5	-	18.25	19.25	19.75	20.00
6	-	18.50	19.50	20.00	20.25
7	-	18.75	19.75	20.25	20.50
8	-	19.00	20.00	20.50	20.75
9	-	19.25	20.25	20.75	21.00
10	-	19.50	20.50	21.00	21.25
11	-	19.75	20.75	21.25	21.50
12	-	20.00	21.00	21.50	21.75
13	-	20.25	21.25	21.75	22.00
14	-	20.50	21.50	22.00	22.25
15	-	20.75	21.75	22.25	22.50
16	-	21.00	22.00	22.50	22.75
17	-	21.25	22.25	22.75	23.00
18	-	21.50	22.50	23.00	23.25
19	-	21.75	22.75	23.25	23.50
20+	-	22.00	23.00	23.50	23.75

Each year of the contract team members will move up a step on the rolling wage scale.

CNA/Unit Clerks/Rehab Aides – effective upon ratification those above the scale and making more than \$22.40 will have .50 cents added to their base rate.

May 31, 2024, those above the scale and making more than \$23.40 an hour will have \$1.00 added to their base rate.

May 31, 2025, those above the scale and making more than \$23.90 an hour will have .50 cents added to their base rate.

May 31, 2026, those above the scale and making more than \$24.15 an hour will have .25 cents added to their base rate.

Housekeeping, Recreation Aides and Receptionists – effective upon ratification those above the scale and making more than \$19.00 will have .25 cents added to their base rate.

May 31, 2024, those above the scale and making more than \$20.00 an hour will have \$1.00 added to their base rate.

May 31, 2025, those above the scale and making more than \$20.50 an hour will have .50 cents added to their base rate.

May 31, 2026, those above the scale and making more than \$20.75 an hour will have .25 cents added to their base rate.

Laundry- effective upon ratification those above the scale and making more than \$19.00 will have .25 cents added to their base rate.

May 31, 2024, those above the scale and making more than \$20.00 an hour will have \$1.00 added to their base rate.

May 31, 2025, those above the scale and making more than \$20.50 an hour will have .50 cents added to their base rate.

May 31, 2026, those above the scale and making more than \$20.75 an hour will have .25 cents added to their base rate.

Maintenance- effective upon ratification those above the scale and making more than \$22.00 will have .25 cents added to their base rate.

May 31, 2024, those above the scale and making more than \$23.00 an hour will have \$1.00 added to their base rate.

May 31, 2025, those above the scale and making more than \$23.50 an hour will have .50 cents added to their base rate.

May 31, 2026, those above the scale and making more than \$23.75 an hour will have .25 cents added to their base rate.

ANNIVERSARY BONUS

Employees will receive a five-hundred-dollar (\$500) lump sum bonus on the twentieth (20th) anniversary of their employment.

Error in Paycheck: When an error in pay is made by Complete Care at Harborage, LLC, the corrected amount will be given to the employee in a separate paycheck during the next off cycle payroll run date following the awareness of the error.

Includes Unit Clerks & rehab aides.

16.1 Preceptor Program: Employees who are assigned to participate in the training or tutoring of other employees shall receive a differential of one dollar and twenty-five cents (\$1.25) per hour. The differential shall be paid to each employee only for the time functioning as Preceptor. Employees will only precept with mutual agreement between management and the employee. The previously agreed Preceptor Program shall remain in effect.

16.2 Uniform Allowance

Complete Care at Harborage, LLC will provide FT employees seven (7) uniforms per year, and PT employees with three (3). Per Diem employees that are working for more than 6 months one (1).

16.3 An employee promoted to a higher rated position shall receive the starting salary for that position, or their current rate of pay whichever is greater. Employees who apply for and receive a lateral transfer shall retain their current salaries. Employees moving from the nurse aide, certified nurse aide, housekeeping, or laundry positions into a recreation aide position shall maintain their current salaries. All other employees transferring into a lower rated position shall have their rates reduced by the difference between the starting rate of the new position and the position from which they are transferring.

16.4 Shift Differential: The shift differential for all employees shall be included as follows:

Shift

Second Shift (shifts starting at 3 pm) \$1.50 an hour.

Third Shift (shifts starting at 11 pm) \$1.50 an hour.

Shift differential shall be included in all compensated time and in the calculation of overtime pay for employees permanently assigned to the second and third shift.

Any employee who works an additional shift (overtime) into second or third shift shall receive shift differential.

ARTICLE 17. PAID TIME OFF –

17.1 Paid Time Off

A. PTO Eligibility and Benefit Anniversary Date

Employees are eligible for the PTO program if they are in a regular full-time or regular part-time position, with standard hours of 20 hours or more per week. Employees whose standard hours are less than 20 hours per week, have a status of Per Diem and are not eligible for PTO program. For employees who hold multiple positions, only the Primary Position will be used to determine PTO eligibility and standard hours. The Benefit Anniversary Date is the date that an employee becomes eligible for PTO benefits. This is generally the same as an employee’s hire date anniversary or a rehire date based on the rehire policy.

B. PTO Bank Accruals

Employees accrue PTO hours based on hours of work: the accrual rate is determined by, years of service and standard hours. The PTO Accrual Summary Tables can be found below. PTO used does not count toward hours worked for purposes of calculating overtime.

C. PTO Plan

The PTO accrual rate is determined by the PTO Plan and length of service.

	Accrual Rate	Hours
0-4 years	0.05961	124 hours
5-9 years	0.07115	148 hours
10-14 years	0.08269	172 hours
15-19 years	0.0903	188 hours
20 +	0.0981	205 hours

D. Introductory Period

Employees start accruing PTO time beginning with the first pay period of the month on the 91st day of employment. Employees may begin to use PTO on their 91st day of employment, provided they have successfully completed the Introductory Period, inclusive of any extension,

E. Accrual When Not Working

Employees out on a leave of absence will not accrue PTO time.

F. Complete Care at Harborage, LLC supports employees to use their full PTO accruals for their well-being. During an employee's benefit anniversary year, it is expected that employees will work with their supervisors to schedule time off. Employees are responsible for monitoring and managing their PTO time, so they use the full allocation during the year. Employees are allowed to draw from yet to be Earned PTO accruals and have a negative balance as long as they manage their time off to go back into a positive balance by the end of their anniversary year.

On their benefit anniversary date, employees can carry over from one year to the next, up to eighty (80) hours of PTO any excess is forfeited. In unusual circumstances where the employee attempted to take their PTO, but it was not approved due to patient/department needs the Administrator can ask for an exception which must be approved by the responsible VP and CHRO.

G. Change of Employment Status

Employees changing status from part-time to full-time benefit-eligible or vice versa will have their accrued PTO calculated and adjusted at the time of the status change. Changes in PTO Plans (Plan 0, 2, 2, or 3) affected by promotions or demotions will be adjusted at the time of the status change. Benefit Anniversary dates are not affected by these changes.

PTO for employees who transfer from a full-time to benefit eligible part-time status will not lose their PTO and will be able to access when needed.

I. Termination

PTO eligible employees who terminate after completing their ninety (90) days of employment will receive pay for all PTO accrued but unused through the date of termination with proper notice of at least three (3) weeks. PTO and earned legal holiday hours will not be paid to an employee whose employment is terminated in connection with disciplinary action.

In the pay period that covers a termination date, PTO will be prorated based on 8-hour calendar days.

If the employee terminates and has taken more PTO hours than he/she has accrued, these hours are to be deducted from the employee's final payment.

- 17.2** An employee may schedule his/her accrued PTO in consecutive weeks up to a maximum of two (2) weeks to be scheduled.

An employee will be allowed to have consecutive weekends included in the PTO entitlement when PTO of one (1) full week or more are approved in accordance with existing practice.

- 17.3** Complete Care at Harborage, LLC shall not block out any time periods for PTO scheduling.

ARTICLE 18. HOLIDAYS

18.1 A. Holidays

Full-time benefit-eligible employees (36 to 40 hours per week) receive 8 hours' pay for the following holidays. Holidays for part time benefit-eligible positions (working 20-35.99 hours per week) are prorated according to their standard hours, Holiday (and day observed)

New Year's Day (January 1st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

B. Holiday Pay

Benefit-eligible, non-exempt employees scheduled to work during the six (6) observed legal holidays are paid time and one-half (premium pay) for the holiday worked and may take their holiday at a later date depending upon the department work schedule. The holiday premium pay is only applied to all hours worked between 12:00am at the start of the holiday and 11:59pm at the end of the holiday (the holiday differential zone).

Employees regularly scheduled to work the evening or night shift will have their normal shift differential including holiday pay.

C. Holiday Observance

Holidays that fall on a Saturday will be observed on the Friday preceding the holiday or that Saturday, and holidays that fall on a Sunday will be observed on Sunday, or the Monday following the holiday.

If an employee works both Friday and Saturday or Sunday and Monday, they will receive premium pay for only one day. Non-benefit eligible employees are not entitled to an additional day off but they will be paid premium pay as stated above.

D. Religious Holidays

Other than those listed, religious holidays of employee's choice may be substituted for granted (observed) religious holidays. (In this instance, premium pay will not be paid for the observed holiday worked.

E. Equivalent Time Off

When an employee who is eligible for holiday benefits is required to work on a holiday, equivalent time off may be arranged before or as soon after the holiday as the department work schedule permits. Holiday time may not be carried over into the next calendar year.

F. Holiday Absences

An employee who is absent though scheduled to work the observed holiday itself or the workday immediately prior to, or subsequent to the holiday, is not automatically eligible for holiday and/or sick pay. Medical or other documentation may be required by the manager for absences on the scheduled day of work prior to or after a holiday. Managers may authorize holiday pay, but such authorization must be consistently and fairly enforced within the department.

Employees who refuse the order to work on a holiday, when necessary, will be subject to disciplinary action, up to and including termination.

ARTICLE 19. EARNED SICK LEAVE

19.1 ESL Program

A. ESL (Earned Sick Leave) Bank

- All eligible employees will have a regular accrued ESL bank.

ESL Eligibility and Benefit Anniversary Date

Employees are eligible for the ESL program if they are in full-time or part-time status. Employees in a Per Diem status are not eligible for ESL. The Benefit Anniversary Date is the date that an employee becomes eligible for ESL benefits. This is generally the same as an employee's hire date anniversary but could be a rehire date.

B. ESL Bank Accruals

Eligible employees accrue ESL hours on an hourly basis for each standard hour: the accrual rate is .03333 of ESL for each hour worked. The maximum hourly accrual is 40 hours. Employees accrue ESL hours while receiving payment for Regular Hours and Overtime Hours. ESL is paid at the employee's regular rate of pay. All employees

regularly scheduled to work the evening or night shift will have their normal shift differential included in ESL. ESL hours do not count toward hours worked for purposes of calculating overtime.

- Effective October 29, 2018, all eligible employees who have not previously earned ESL will begin to accrue earned sick leave and will be eligible to use earned sick leave beginning on the 90th calendar day thereafter.
- For employees who are hired on or after October 29, 2018, earned sick leave begins to accrue on the date of their employment and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.
- Employees converting to a benefit eligible status (i.e., Per Diem moving to regular full-time) will begin accruing ESL on the day of their status change and are eligible to use earned sick leave beginning on the 90th calendar day thereafter.

C. Annual Carryover of ESL and Maximum ESL Banks

On the Benefit Anniversary Date, employees can carry over from one year to the next, up to eighty (80) hours of ESL. Full-time employees (regularly scheduled 40 hours per week) can accrue a maximum ESL bank of 120 hours. The maximum ESL bank for full-time employees scheduled to work hours per week and part-time employees is pro-rated based on weekly standard hours.

D. Drawing from the ESL Bank

Time off from the ESL Bank can be either scheduled or unscheduled. Reasons for use of ESL will be in accordance with the ESL NJ Law.

Non-exempt employees may use time from their ESL bank in hourly increments. Exempt employees may only use their ESL bank in hourly increments when on an intermittent leave of absence; otherwise, they must use time from their ESL bank in full day increments.

ARTICLE 20. MANAGEMENT RIGHTS

20.1 Complete Care at Harborage, LLC reserves the sole and exclusive rights, duties, and authority to manage the business, control and schedule its operations and make all decisions affecting the business. Except as otherwise limited by the express provisions of this Agreement, Complete Care at Harborage, LLC reserves and retains, whether exercised or not, all lawful rights, powers, and prerogatives of management. Including the right to:

1. Direct, transfer, schedule and assign all employees covered by this Agreement.
2. Hire, promote, determine the number of employees, and reduce staff.
3. Suspend, discipline, discharge and in any other manner terminate for just cause.
4. Maintain efficiency.
5. Determine the method, means and personnel by which the Complete Care at Harborage LLC operations are to be conducted.
6. Determine job duties.

7. Create, change, combine or eliminate positions.
8. Create, arrange, enlarge, combine, or reduce departments.
9. Establish reasonable work and performance standards.
10. Select, change, remove and install office and medical supplies and equipment.
11. Determine unit size or combine units.
12. Establish reasonable work rules, and
13. Subcontract bargaining unit work consistent with the terms of this Agreement.

15. Management retains the right to implement bonus programs after notifying the Union and bargaining over the effects.

16. Job Descriptions.

- 20.2** Complete Care at Harborage, LLC retains the right to develop, modify, promulgate, publish, post, and enforce all rules and regulations, policies, and procedures. Provided, the union shall receive a copy of any new or modified rules at least seven (7) calendar days prior to implementation. The union reserves the right to grieve the issue of whether any new or modified rule or regulation or its effect upon unit members violates the terms of this Agreement.
- 20.3** The provisions of this Agreement do not prohibit Complete Care at Harborage, LLC from directing any person not covered by this Agreement from performing any task. Complete Care at Harborage, LLC has the right to schedule its management, administrative and supervisory personnel to perform any function at any time.
- 20.4** The above-mentioned rights are not to be interpreted as all-inclusive but merely indicate the type of rights which are inherent to management.
- 20.5** It is understood and agreed that any of the rights, powers, or authority Complete Care at Harborage, LLC had prior to this signing of this initial Agreement are retained by the institution unless otherwise modified or abridged by the express terms of this Agreement.
- 20.6** supervisory personnel to perform any function at any time.
- 20.7** The above-mentioned rights are not to be interpreted as all-inclusive but merely indicate the type of rights which are inherent to management.
- 20.8** It is understood and agreed that any of the rights, powers, or authority Complete Care at Harborage, LLC had prior to this signing of this initial Agreement are retained by the institution unless otherwise modified or abridged by the express terms of this Agreement.

ARTICLE 21. LABOR-MANAGEMENT & STAFFING COMMITTEE

21.1 A Labor-Management/Staffing Committee comprised of three (3) representatives selected by Complete Care at Harborage, LLC and one (1) representative from each Department in the bargaining unit selected by the Union shall be formed. The committee shall meet bi-monthly to discuss problems of concern to the Union and Complete Care at Harborage, LLC. Time spent at Labor-Management/Staffing meetings will be compensated as time worked. Complete Care at Harborage, LLC Administrator and one (1) outside union official shall be considered ex-officio members of this Labor-Management Committee.

21.2 These meetings shall include discussions on staffing, workplace safety, and any current pressing issues that need to be addressed by both the union and management.

21.3 Information for the Staffing Committee. Complete Care at Harborage, LLC. shall provide the Staffing Committee with the following data as it becomes available:

- Patient satisfaction with nursing care
- Quality Measures
- Daily staffing reports
- Turnover and vacancy rates
- Work related injuries
- Call outs and leaves by unit/shift

Complete Care at Harborage, LLC. will adhere to staffing ratios that were enacted by the NJ legislator. Resident safety and satisfaction are recognized goals of both the Administration and HPAE.

- Patient and family concerns

When a difficult situation is identified by staff, a prompt collaborative plan will be developed with the nursing management and staff in order to address the situation. This may include setting boundaries with the patient and/or patient's family and significant others, consistent with Resident's Rights, as well as adjusting work assignments. These types of issues may also be addressed during the Staffing Committee meeting or other times as mutually agreed to address the effectiveness of the responses. Complete Care at the Harborage, LLC. shall have the final say on how to respond to patient and family concerns.

- Committee Authority

The purpose and functioning of the Staffing Committee is to evaluate data and make recommendations on processes and strategies. Other than the procedural requirements

outlined above, the Article is not subject to the grievance and arbitration provisions of this agreement.

ARTICLE 22. HOURS OF WORK AND OVERTIME

- 22.1** This article is intended to define the normal hours of work but does not guarantee any employee any number of hours in any day, week or pay period.
- 22.2** The workweek shall consist of thirty-seven and one-half (37-1/2) hours. The workday shall consist of seven and one-half (7-1/2) hours exclusive of a thirty (30) minute unpaid meal period.
- 22.3** The employer will provide an eight (\$8) dollar meal pass to any employee that works unscheduled overtime.
- 22.4** Complete Care at Harborage, LLC will comply with all state and federal laws concerning overtime and mandatory overtime. When overtime is required, the Harborage will:
1. Refer to an availability list which will be posted for the employees' use in notifying Complete Care at Harborage, LLC of any time they may be available to be called for overtime work.
 2. If no employees are available on the list, the Harborage will seek qualified volunteers first by unit, then facility-wide seniority.
 3. If no employees volunteer from among the full time and part time staff in the facility, then Complete Care at Harborage, LLC will seek qualified volunteers among per diem employees who are working.
 4. If no working employees are available, Complete Care at Harborage, LLC will attempt to call in off-duty employees, including per diems.
 5. If no off-duty employees are available, Complete Care at Harborage, LLC will seek qualified personnel from a contracted temporary agency, when such staff is permitted by law.
 6. If there are no volunteers and no agency staff available, Complete Care at Harborage, LLC will assign overtime to on-duty employees by reverse seniority on a rotating basis by unit and shift.
 7. Per diems shall be eligible to place their names on the availability list for overtime. In the event two or more employees sign up for availability on any day, the per diem employee will always be considered the least senior.

If an employee is mandated for overtime, Complete Care at Harborage, LLC will make its best efforts to provide as much notice as possible and allow sufficient time and access to a telephone, to call and consult with any other employer they may have an obligation to that day/night.

22.5 Work Breaks and Meal Breaks

1. Work Breaks

Work breaks are not mandatory by law and are not guaranteed in length or frequency. Work breaks are paid time; they may be changed, shortened, or canceled on a daily basis depending on the operational needs of the department. A seven and a half (7 ½) hour shift employee will receive two (2) fifteen (15) minute breaks per shift. A twelve (12) hour shift employee will receive two (2) fifteen (15) minute breaks per shift.

There may be scheduled work breaks in advance. Work breaks are scheduled with specific beginning and ending times and must be approved by a charge person, supervisor, or other leader in advance. Work breaks may not be used for early departure or late arrival and are not cumulative from day to day or within one day. When operationally feasible, the department leader may add one (1) or more work breaks to assigned meal breaks.

The approved locations for work breaks are areas such as the cafeteria, coffee shop, employee lounge or break rooms, locker rooms or any other site approved location.

2. Meal Breaks

There may be one scheduled meal break in each shift of eight (8) hours or more. The meal break must be for a minimum of thirty (30) minutes and may not exceed a maximum of sixty (60) minutes. Meal breaks are not paid time and they are to be scheduled with specific beginning and ending times and may be modified with advanced approval of the leader.

Meal breaks are not cumulative from day to day. The meal break, if not taken in full at the regularly scheduled time, may be granted within the same shift of duty if operationally feasible for the department.

In cases of emergency, the leader may cancel or interrupt the meal break. In these cases, the department leader must compensate a non-exempt employee for the entire meal break if a full uninterrupted meal break cannot be rescheduled in the same shift.

- 22.6 Employees shall be required to work every other weekend, but no more than every other weekend. "Weekend" is defined as Saturday 12:00 am to Sunday 11:59 pm.
- 22.7 Upon request, Complete Care at Harborage, LLC will provide any information necessary to verify employment and income for any employee including, but not limited to, verifying an employee's base annual income.

ARTICLE 23. BEREAVEMENT LEAVE

- 23.1 Full-time and part-time employees shall be entitled up to five (5) consecutive days off with pay for time lost from the employees regularly scheduled work in the event of the verified death of an employee's legal spouse, son, daughter, domestic partner or civil union partner, Three (3) consecutive days with pay for lost time from the

employees regularly scheduled work in the event of the verified death of an employee's mother, father, brother, sister, grandparent, grandchild, step father, step mother, step son, step daughter, mother-in-law and father in law. Compensation under this Article will be paid for those scheduled workdays that fall between the date of death and the day of the funeral.

- 23.2 Employees are required to notify their supervisor of the death and to identify their relationship to the deceased. Supervisors may request proof of death.
- 23.3 All employees regularly scheduled to work the evening or night shift will have their normal shift differential included in Bereavement pay.

ARTICLE 24. JURY DUTY LEAVE

- 24.1 All full-time and part-time benefit eligible employees who are summoned to jury duty and attend shall be entitled to receive the difference between jury duty pay and their regular rate of pay for scheduled work for up to three (3) weeks. Employees are required to submit notice to appear immediately upon receipt. Payment will only be made upon submitting proof of attendance.

ARTICLE 25. TERMINAL BENEFITS

- 25.1 An employee that voluntarily resigns is required to provide three (3) calendar weeks in advance notice to Complete Care at Harborage, LLC.

Three (3) weeks advance notice is not required in the case of death or inability to return from a leave of absence.

Employees that provide the required notice shall receive all accrued unused holiday and PTO unless the employee's employment is terminated in connection with disciplinary action.

In accordance with applicable law, employees will not be permitted to schedule PTO or use earned sick leave during the three (3) week notice period.

ARTICLE 26. REPORTING AND ON-CALL PAY

- 26.1 Any full-time or part-time employee, who, in the absence of advance notice not to so report given to Complete Care at Harborage, LLC prior to the end of his/her previous regular shift, arrives for work at his/her regularly scheduled time, shall be guaranteed the work hours or pay of his/her regularly scheduled shift, based on straight time rates.

ARTICLE 27. TUITION REIMBURSEMENT

27.1 Complete Care at Harborage, LLC. Shall provide Tuition Reimbursement in accordance with the Tuition Reimbursement Policy, which shall be incorporated by reference into this Agreement.

If the employer makes any changes to the Tuition Reimbursement Policy, they will give the Union thirty (30) days' notice and bargain over the effects of such changes.

ARTICLE 28. PERSONNEL FILES

28.1 An employee shall be granted access to his/her personnel files within two (2) business days of receipt of written request for access made to the Administrator. The file must be viewed in the Complete Care at Harborage LLC Business Office during normal business office hours. Employees may not remove any documents from their personnel files. The unauthorized removal of any document from an employee's personnel file shall be grounds for discipline up to and including dismissal.

The employee may rebut any derogatory material in his/her file by submitting a written account of his/her version, which shall be attached to the rebutted material.

Complete Care at Harborage, LLC shall maintain records on team members that will be available to authorized users on a need-to-know basis. Employees are responsible for reporting changes in personal data to the Human Resources Department. Because personnel records contain sensitive information, persons who use or are responsible for creating/maintaining personnel records are obligated to protect such information from unauthorized use or disclosure of the actual files. Nothing in this section prohibits employees from discussing terms and conditions of employment.

Internal Requests:

Current team members requiring specific information relevant to the performance of their job will be permitted access to documents in their personnel file which have their signature. Employment records may be viewed by team members upon request and in the presence of a Human Resources Department representative. In the event employees believe their records have incorrect or incomplete information, they may submit a written response or explanation which will be included in the file. Employees who are actively employed can request copies of any document in their file that contains their signature.

28.2 The Union shall not be prevented from contesting the appropriateness of severity of any discipline either during the grievance procedure or at arbitration.

ARTICLE 29. BENEFITS

29.1 Benefit plans applicable to non-union Complete Care at Harborage, LLC employees shall be made available to benefit eligible employees represented by the Union as

listed below, as they may be amended or changed in accordance with their terms. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same as the plans provided to the Complete Care at the Harborage LLC non-union represented employees. For the duration of this Agreement, any changes to the Complete Care at the Harborage LLC non-union represented employees' plans will apply equally to employees covered by this Agreement. Complete Care at Harborage, LLC will provide at least seven (7) calendar days' notice of any substantial changes to these benefits prior to implementation and will bargain over the effects of any changes. The benefits include:

1. Health Insurance
2. Group Term Life Insurance and Accidental Death and Dismemberment Insurance
3. Prescription Drug Plan
4. Dental Plan
5. Vision Plan
6. Short term Disability
7. Long Term Disability

Bargaining unit employees will have access to resources who can assist employees with bills, claims, paperwork, denials, and appeals relating to coverage.

Complete Care at Harborage, LLC will provide tools and resources, including in-person health insurance liaisons at the time of enrollment.

Complete Care at Harborage, LLC will provide 100% lab benefit at Quest Network facilities. Complete Care at Harborage, LLC will provide 100% lab benefit at all New Jersey-based Quest facilities (within a hospital or free standing).

Health Reimbursement Accounts will remain in effect until December 31, 2023.

ARTICLE 30 SAFETY & HEALTH

30.1 The Employer shall make every effort to maintain a safe and healthy workplace. And will adhere to all federal, state, and local laws and ordinances. Once developed, the employer's safety program shall be publicized on a regular basis, not less than biannually.

Complete Care at Harborage, LLC will give employees regular health and safety training in the areas of Body Mechanics, Infection Control and Workplace Stress, and any or other mandated safety protocols as dictated by current events and laws. These trainings will be considered time worked. The employer will offer the trainings not less than two (2) times annually.

29.2 No employee shall be expected to perform work that is dangerous to their personal safety and health defined by Federal, State or Local statute, regulation, or ordinances.

A joint labor-management health and safety committee (“Health and Safety Committee”) shall meet on a quarterly basis. The union shall select four (4) bargaining unit employees to serve on the Health and Safety Committee. To receive input from the employees, the meetings shall be publicized two (2) weeks in advance of the date of the quarterly meeting. The Health and Safety Committee will consider workplace safety and health conditions by reviewing all possible information. It shall recommend changes in training, equipment, reporting processes and workflow.

29.3 Complete Care at Harborage, LLC will give the Union routine information about specific ongoing health and safety concerns especially in the areas of Body Mechanics, Infection Control and Workplace Stress. Complete Care at Harborage, LLC will provide the Union information upon request.

29.4 Violence in the Workplace

Complete Care at Harborage, LLC will utilize OSHA's most current published guidelines for preventing violence in health care facilities and will comply with the New Jersey Workplace Violence Prevention Act.

Complete Care at Harborage, LLC will establish a Workplace Violence Prevention committee. The Union will select the Union representatives to serve on that committee. The employees shall not lose time or pay because of attending Violence Prevention Committee meetings. The Union representative shall be part of any required annual risk assessment as well as walk-through and site inspections.

29.5 Pandemic Preparedness & Review Committee

Complete Care at Harborage, LLC reaffirms its commitment to providing a safe workplace for all team members during any Pandemic.

Complete Care at Harborage, LLC will work to advance open communication between team members and leaders, so members feel safe to speak up and provide resources to assess and support team members’ emotional and social health. Complete Care at Harborage, LLC will also continue to communicate with the union and address health and safety related concerns in a timely manner.

In addition, at the start of any Pandemic, Complete Care at Harborage, LLC shall provide the Union with relevant information within a reasonable timeframe. The Union understands that the

employer's resources may be strained during these crises and will exercise reasonable restraint when asking for information.

ARTICLE 31 RETIREMENT

Complete Care at Harborage, LLC will provide a 401 (k) plan for eligible employees for the life of the Agreement. Complete Care at Harborage, LLC will contribute two (2%) of gross payroll for those enrolled.

Vesting shall be 100% after 3 years of service.

ARTICLE 32 SUCCESSORS

In the event, Complete Care at Harborage, LLC shall, by merger, consolidation, sale of assets, lease, franchise, affiliation, or any other means, enter into an agreement with another company, health care provider organization, hospital, corporation, or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then the Harborage shall make as a condition of such sale or action, that the successor body shall adopt this Agreement and be bound by each and every provision of this Agreement.

Complete Care at Harborage, LLC shall notify the Union upon signing a letter of intent to enter into such an agreement and to provide the Union with all information sought by the Union for the purpose of adequately representing its members' interest with regard to such a proposed agreement.

ARTICLE 33 EFFECTIVE DATE AND TERMINATION

The term of the Agreement will be May 31, 2023, to May 31, 2026.

Side Letter of Agreement 1

Disaster Relief Efforts

Any staff (up to two (2) in a given year), willing to aid in any FEMA or State declared disaster, can apply for a 1-week unpaid leave of absence. Any leave of absence for this purpose will be up to the discretion of Complete Care at Harborage, LLC. If more than two (2) employees apply for such a leave, any leave for this purpose will be based on seniority. Leave of absence for this purpose will not be unreasonably denied.

Side Letter of Agreement 2

CNA Certification Classes:

Complete Care at Harborage, LLC recognizes the value of employee's career development. Complete Care at Harborage, LLC will provide when possible on-site education classes and books for employees to complete the required education courses for certification. Upon successfully obtaining the nurses aid certification, Complete Care at Harborage, LLC will convert the individual to a CNA. If the individual fails the New Jersey Department of Health Certified Nursing Assistant examination, he/she will be given the opportunity to retake the examination.

Complete Care at Harborage, LLC will cover costs of classes taken at other accredited New Jersey Department of Health Certified Nursing Assistant programs.

If an employee leaves Complete Care at Harborage, LLC within 12 months of receiving the above-mentioned on-site education classes and books pursuant to this side letter, he/she must repay the total amount.

For the Employer

For the Union
