



HPAE

Representing Nurses

at

The Phoenix Center for Rehabilitation & Pediatrics

Agreement Between

Health Professionals & Allied Employees

AFT/AFL-CIO

and

THE PHOENIX CENTER FOR REHABILITATION & PEDIATRICS

May 1st, 2023 through April 30th, 2026

Health Professionals & Allied Employees

AFT/AFL-CIO

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Barbara Rosen	First Vice President
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Officers, HPAE Local 5107:

Ibidulla Umoru	President
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Geraldine Simms	Co-Vice President, Phoenix Center

Table of Contents:

i.	PREAMBLE.....	3
1.	BARGAINING UNIT.....	4
2.	PROBATIONARY PERIOD.....	4
3.	UNION SECURITY & OTHER MATTERS.....	4
4.	EMPLOYEE STATUS.....	8
5.	PERSONNEL FILES & EVALUATIONS.....	9
6.	SENIORITY.....	9
7.	WORK TIME.....	12
8.	WAGES.....	14
9.	HOLIDAYS.....	18
10.	VACATIONS.....	19
11.	SICK LEAVE.....	21
12.	INSURANCE & OTHER BENEFITS.....	22
13.	ABSENCES FOR FUNERALS.....	23
14.	JURY DUTY.....	23
15.	LEAVES OF ABSENCE.....	24
16.	MANAGEMENT RIGHTS.....	25
17.	NO STRIKE - NO LOCKOUT.....	25
18.	DISCIPLINE & DISCHARGE.....	25
19.	GRIEVANCE PROCEDURE.....	26
20.	DISCIPLINE & DISCHARGE.....	27
21.	HEALTH & SAFETY.....	27
22.	401(k) PLAN.....	28
23.	TUITION & OTHER REIMBURSEMENTS.....	28
24.	LABOR-MANAGEMENT MEETINGS.....	28
25.	SEPARABILITY.....	29
26.	HPAE RETIREE MEDICAL TRUST.....	29
27.	STAFFING.....	29
28.	FLEXIBLE SPENDING ACCOUNTS.....	30
29.	DURATION.....	30

i. **PREAMBLE**

Agreement, made as of this thirtieth day of April, 2023, by and between The Phoenix Center for Rehabilitation & Pediatrics, herein referred to as the “EMPLOYER”, located at 1433 Ringwood Avenue, Haskell, New Jersey 07420-1520, and HEALTH PROFESSIONALS & ALLIED EMPLOYEES, AFT/AFL-CIO, herein referred to as the “UNION.”

1. BARGAINING UNIT

1.01 The Employer Recognizes the Union as the sole and exclusive collective bargaining representative for all full-time, part-time, and per-diem employees who work as Registered Nurses and Licensed Practical Nurses, including Charge Nurses, who are employed by the Employer at its Wanaque, New Jersey location, but excluding all Office Clerical Employees, the Director of Nursing, Assistant Director of Nursing, House Supervisors, Clinical Managers, Staff Development Coordinators, Rehabilitation Nurses, Internal Case Managers, Respiratory Therapists, guards and supervisors as defined by the Act, and all other employees. –

1.02 The limit on total weekly Per-Diem hours (including those worked by supervisors) is three hundred twenty (320) per week.

2. PROBATIONARY PERIOD

New employees shall be deemed probationary during the first four (4) months of their employment, during which time they may be discharged for any reason, which discharge shall not be subject to the grievance procedure. Also, upon notice from the Employer to the Union, the probationary period may be extended for an additional thirty (30) days. Employees hired on June 18th, 2014, who were working at the Wanaque Facility at the time of the change in ownership shall not be considered probationary unless they were considered probationary under the previous ownership.

3. UNION SECURITY & OTHER MATTERS

3.01 Union Security

- a) Employees covered by this agreement at the time it becomes effective shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this agreement. Employees who are not members of the Union at the time this agreement becomes effective shall be required, as a condition of continued employment, by the first of the month followed by the later of thirty (30) days after such effective date or the end of their probationary period, either (i) to become Union members or (ii) to notify the Union by certified mail of their intent to refrain from becoming a member of the Union.
- b) Should a new employee hired by the employer, an employee transferring into the bargaining unit, or a current employee refrain from becoming a member of the Union (within the time frame described above), 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 within five (5) days such employee completes his or her probationary period or from the time a current employee chooses to refrain from becoming a member of the union. The Union will notify the Employer in writing of the names of any employee who has forwarded such a written notice to the Union within ten (10) days of the Union's receipt.
- c) In the event that a new employee hired by the employer, an employee transferring into the bargaining unit, or any new employee chooses to refrain from becoming a member of the Union and serves appropriate notice to the Union as per Articles 2.01 (a) and 2.01 (b), such employee shall be required, nevertheless, to pay a fee

for service equal 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 period dues used for activities germane to the Union's status as the bargaining unit's collective representative. Said Service fees shall be considered a condition of continued employment with the employer.

- d) The Union will inform employees of this Union security obligation and options under Articles 3.01 (a) and 3.01 (b) herein. An employee who fails to comply with his/her union security obligations will be subject to discharge. The Employer will discharge an employee upon written notification by the Union that the employee has failed to meet his/her union security obligation and an unequivocal demand by the Union that the employee be discharged. The Employer will then discharge said employee effective fifteen (15) days after such notice; provided, however, if the employer is notified in writing by the union within such fifteen (15) day period that the employee has fulfilled his/her union security obligation during that period, the original union notice to discharge shall be null and void.
- e) The Union shall indemnify and save the Employer harmless against any and all claims, demands, and any other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this Section.

3.02 Checkoff.

- a) Upon receipt of a voluntary written authorization form from an employee, the Employer shall, pursuant to the authorization, deduct from the wages due the employee and each pay period thereafter, and remit to the Union each month, the membership dues or service fee (for employees who have elected not to join the Union) fixed by the union.
- b) The Employer shall be relieved from making such "check-off" deductions upon:
 - i) Termination from employment
 - ii) Layoff from work
 - iii) Unpaid leave of absence
 - iv) Transfer of status other than one covered by the Agreement scope
 - v) Revocation of check-off authorization in accordance with its terms or with applicable law.
- c) The Employer Shall provide written notification of such employees initially omitted from dues or service fee deduction at time of submission of dues payment.
- d) Notwithstanding the forgoing, upon the return of the employee from (i) layoff or (ii) unpaid leave of absence, the Employer will immediately resume such deductions. Deductions from the employees rehired by the Employer or reinstated in the Union shall require a new written authorization.
- e) By the end of each month, the Employer shall remit by mail, to the Union all deductions for dues or service fee made from the salary of employees for the preceding month, together with a list of all employees from whom all dues or service fees have been deducted, as well as number of hours worked and gross wages.
- f) Upon receipt of a voluntary written authorization to do so, the Employer shall deduct from the next scheduled wages due the employee, the amount equaling the

initiation fee as designated by the Union. Such monies will be forwarded to the Union in the same manner as described above.

- g) The Union shall indemnify and save the employer harmless against any and all claims, demands, and any other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this Section.

3.03 Union Representatives. The Employer recognizes the right of the Union to designate employees to be Union Representatives and Union Officers. The maximum number of Union Representatives shall be six (6) and the maximum number of Union Officers shall be four (4). The Union shall furnish the Employer with a list of its Representatives and Officers who are authorized to deal with the Employer about conditions of employment and adjustments of any problems arising under this Agreement. The Union will notify the Employer in writing of any changes to its list of representatives and officers.

3.04 Union Business.

- (a) Union Representatives and Union Officers shall have the authority to: (i) investigate and process grievances; (ii) post union notices on the Union bulletin board; (iii) and attend scheduled meetings with the Employer. These functions shall be performed without loss of pay only as provided in Sections 3.04(b) and 3.04(c) below.
- (b) Union Representatives and Union Officers may attend meetings with the Employer, without loss of pay, if these meetings are scheduled when they are otherwise scheduled to work, provided that: (i) this provision shall not prevent the Employer from scheduling such meetings at other times, and (ii) there shall be a limit of one (1) Representative/Officer attending any meeting on company time except as follows;
 - A. There may be two (2) Representatives or Officers during Step 2 Grievance Meetings, referred to in Section 19.01 below;
 - B. as otherwise provided in this agreement; and
 - C. as otherwise agreed between the parties.
- (c) A Union Representative or Union Officer shall not be required to punch out in order to investigate a grievance when circumstances require that the investigation cannot be delayed until the end of the Union Officer's or Union Representative's shift, provided that the permission of the Union Representative's or Union Officer's supervisor is obtained in advance, and with the understanding that the Union Representative or Union Officer will not receive any pay for his or her grievance investigation work performed when he or she would normally not be on work time.

3.05 Union Bulletin Board. The Employer shall provide a bulletin board for Union Notices, provided that nothing shall be posted on such bulletin board which disparages the Employer or its representatives.

3.06 Union Leave. The Employer shall grant an unpaid leave of absence of no more than three (3) months for an Officer to participate in HPAE activities full-time, provided the Union provides at least two (2) months notice. This leave shall be available to no more than one (1) bargaining unit employee per calendar year.

3.07 Access to Facility. Upon prior notice and prior arrangement with the Administrator or his/her designee, the Employer may grant designated Staff Representatives (employed by the Union) access to non-resident care areas to discuss grievances or problems arising under this Agreement with employees, provided such visits do not interfere with resident care or the Employer's operation of the facility. If the nature of the Grievance necessitates the Staff Representative observing a resident care area, the Administrator or his/her designee shall not unreasonably deny permission to visit the area, provided that under no circumstances will the Staff Representative visit said area without obtaining such permission.

3.08 Conference and Training Programs. During each contract year,, no more than five (5) Union Representatives and/or Officers shall be granted (3) days off without pay for the purpose of attending conferences or union training programs, provided the Union gives notice to the Employer of at least one (1) week prior to the posting of the schedule (except that in no event shall more than five (5) weeks' notice be required).

3.09 Alphabetical List. On January 31 and June 30 of each year of this Agreement, the Employer shall provide the Union with an electronic, alphabetical list of bargaining unit employees, containing their names, addresses, social security numbers, employee IDs, full-time and part-time status, classification, and shift, as well as an alphabetical list of the names and last known addresses of bargaining unit employees who retired in the last calendar year.

3.10 New Employees And Changed Assignments And Terminations. Within thirty (30) days of the date of employment of a new employee who is covered by this Agreement, the employee's name, address, social security number, employee IDs, full-time and part-time status, classification, and date of employment shall be forwarded to the Union. Any permanent change in classification or full-time or part-time status shall be given to the union within thirty (30) days after such change takes effect. Information on new employees, changed assignments, and terminations shall be provided Electronically.

3.11 Personnel Policies. The Employer shall provide the Union with revisions to all personnel policies affecting bargaining unit employees within two (2) weeks of the revision.

3.12 COPE Check-Off. Upon the receipt of a voluntary duly authorized check-off authorization, the employer shall deduct such monies authorized by employees for the Union's political action fund; HPAE Committee on Political Education (COPE). The money deducted from the employee's paychecks and an itemized list of deductions shall be forwarded to the Union pursuant to the provisions of Article 3.02(e).

The Union shall indemnify and save the employer harmless against any and all claims, demands, and any other forms of liability that may arise out of any action taken by the Employer in fulfilling the terms of this Section. Once the Employer has remitted the funds to the Union, the disposition of the funds shall be the exclusive responsibility and obligation of the Union.

4. EMPLOYEE STATUS

4.01 Bargaining unit employees will be categorized as follows: (A) Full-Time, or (B) Part-Time, or (C) Per-Diem.

4.02 Full-Time: An employee who commits to working and is scheduled on a regular basis to work sixty-four (64) or more hours per two week pay period. Full-time employees shall be eligible for all benefits set out in this agreement.

4.03 Part-Time. An employee who commits to working and is regularly scheduled to work less than sixty-four (64) hours per two (2) week pay period. This shall include employees who are only scheduled to work weekends, but shall exclude per-diem employees (who work on a day-to-day basis as needed by the Employer).

4.04 Per-Diem. An employee who commits to working on a day-to-day basis as needed by the Employer. Per-Diems may be generally assigned to a particular floor or shift on the understanding they do work as needed.

4.05 The Employer agrees that during the term of this agreement it shall not raise or challenge the nonsupervisory status of any positions currently in the bargaining unit. The parties further agree that any positions currently in the bargaining unit, irrespective of any future ruling by the National Labor Relations Board, will continue to be considered part of the bargaining unit.

The responsibilities/job duties of any position currently in the bargaining unit, or the responsibilities/job duties that are or may be assigned by the Employer to any bargaining unit employee, shall not affect their status as bargaining unit employees.

Supervisors will not perform work customarily assigned to bargaining unit positions to such a degree that it results in the elimination of or limits future increases in the number of bargaining unit positions.

4.06 Shift Options.

The shift options for employees are as follows:

1. Employees who are regularly scheduled to work eight (8) shifts (64 hours) during an eighty (80) hour two (2) week period (scheduled every other weekend).
2. Employees who are regularly scheduled to work ten (10) shifts (80 hours) during an eighty (80) hour two (2) week period (scheduled every other weekend).
3. Employees who are regularly scheduled to work every weekend, plus two (2) weekdays, a total of eight (8) shifts (64 hours) during an eighty (80) hour two (2) week period.

4. Employees who are regularly scheduled to work every weekend, (eight (8) hour shifts scheduled Saturday and Sundays) a total of thirty-two (32) hours during an eighty(80) hour two (2) week period.
5. Employees who do not have a regular assignment who work eight (8) hours per day, eighty (80) hours per pay period (scheduled every other weekend) (“Float Position.”)
6. Employees who are regularly assigned to work six (6) shifts (48) hours during an eighty(80) hour two (2) week period (scheduled Saturdays, Sundays, and one Weekday).

Employees who were receiving shift differentials at the time of transfer of ownership will continue to receive them unless they move to a non-corresponding shift.

5. PERSONNEL FILES & EVALUATIONS

5.01 Upon written request, an employee may have access (between 5:00 AM and 7:00 PM Monday through Friday) to his/her personnel files within five (5) calendar days of the request. The Employer shall provide an employee with a copy of any warnings, counseling, suspension, or any other discipline in his/her file and will not unreasonably deny requests for copies of other documents, provided the Company reserves the right to charge ten (10) cents per page for copying any disciplinary or other documents in the employee’s file. If requested by the employee, a Union Representative or Officer may accompany the employee.

5.02 If a non-probationary employee is given a performance evaluation, the employee may, within seven (7) calendar days, respond in writing to the evaluation. Such response shall be included in the employee’s personnel file along with the evaluation.

6. SENIORITY

6.01 Definition. Seniority is defined as the length of service while the employee has been continuously employed in any capacity in the bargaining unit (including time employed prior to the purchase of the facility by Continuum), and shall commence after the completion of his/her probationary period and shall be computed retroactive to the date of his/her last hire (re-hire by Continuum at the time of purchase is not considered last hire date).

6.02 Accrual. Seniority shall continue to accrue during a layoff for the applicable period set forth in section 6.03(e) below and during an authorized period for a leave for the maximum period referred to in Article 15 below.

6.03 Loss of Seniority. An Employee’s seniority shall be lost for the following reasons:

- a) Resignation (including retirement).
- b) Discharge for just cause.
- c) Failure to return to following the end of an approved leave of absence, unless an extension (subject to the maximum limits set forth in this agreement) is granted.
- d) Failure to return to work from a layoff within seven (7) calendar days of: (i) actual notice of recall, or (ii) the sending of recall notice by hand delivery or

overnight courier, or by fax. A message on an employee's answering machine shall not constitute actual notice to the employee.

- e) Failure to perform services for the employer due to a layoff for a period of the employee's length of seniority or twelve (12) months, whichever is less.
- f) Failure to perform services for the employer for any other reason (including, but not limited to approved leaves of absence) for a period of the employee's length of seniority or six (6) months, whichever is less.

6.04 Seniority Lists. On or about January 31st of each year, the Employer shall submit to the union a list containing the names of bargaining unit employees by classification (RN) or (LPN) and seniority (based upon and with most recent dates of hire), together with their respective shift. Such list shall be accurate two weeks prior to posted list. The Employer will mail a copy of such list to the Union as well as post such list on the Union bulletin board.

6.05 Layoffs.

- a) In the event of a layoff or an involuntary ongoing reduction of an employee's normal hours, traditional principles of seniority (last in, first out) shall apply among employees in the affected classification.
- b) The following procedure shall be applied to affected employees in the affected classification, in order of seniority:
 - I. The Employer shall first solicit volunteers
 - II. If there are no volunteers, then the most senior affected employees shall be offered all vacant positions on all shifts, excluding Charge Nurse positions
 - III. If the Employee does not choose one of these positions, then the most senior affected employee has the choice of such comparable position held by temporary employees, provided the employee is willing to accept the temporary employee's schedule.
 - IV. If no comparable position is available, the most senior affected employee may bump the least senior employee in an equal or lower-rated classification in the same shift, provided the employee is willing to accept the bumped employee's schedule. If an RN accepts an LPN position, the employee's wage rate will be reduced on the following basis; (i) If the RN had been receiving the starting rate for RNs, the RN will receive the LPN starting rate (excluding any differentials, if applicable); or (ii) if the RN had been receiving more than the starting rate for an RN, the employee's wage rate will be reduced to a rate (excluding any differentials, if applicable) which is the same percentage above the LPN starting rate for that the employee's RN rate was above the starting RN rate. For example, if the employee's RN rate had been 120% of the RN starting rate, the employee's LPN rate will be 120% of the LPN starting rate.
 - V. If there are no less senior employees on that same shift whom that employee has authority to bump, then the most senior employee may bump the least senior employee in an equal or lower-rated classification in the bargaining unit on the other shifts. If the employee chooses not to bump, that employee will be deemed to have waived his/her bumping rights and will be placed on the recall list.

- c) Per Diem employees will not accrue seniority for the purposes of layoff and/or bumping.
- d) Employees who are on layoff status shall be offered work on a per-diem basis, if employees choose to do so, prior to such work being offered to regular unit employees for overtime or to private agencies. However the Employer may utilize regular employees on overtime, or help from private agencies if such work has been offered to and refused by affected employees. The Employer may stop offering per diem work to any employee on layoff who regularly fails to accept the per diem work opportunity or is employed elsewhere on a full-time basis.
- e) Except in unforeseen circumstances, two (2) weeks advance written notice shall be given to the affected employees and the Union of the layoff, with the understanding (i) this two (2) week notice requirement shall not apply to volunteers: (ii) in the event that an employee receives less than two (2) weeks notice, the employee will be paid only for those shifts for which he or she was scheduled to work during the remainder of the two (2) week notice period.
- f) Per-Diem Employees, Temporary Bargaining Unit Employees and Agency Nurses
 - (i) If an employee is laid off or terminates his or her employment with the Employer, such employee shall not be replaced by per-diem employees, part-time, non-bargaining unit employees or agency nurses, except on an interim basis pending the filling of the vacancy.
 - (ii) No employees shall be laid off as a result of the hiring of per-diem employees, part-time, non-bargaining unit employees or agency nurses

6.06 Recall. Employees who are on layoff shall be offered re-offered employment on a basis of seniority for a period of twelve (12) months from date of layoff, or length of their seniority, whichever is less. All recalled employees shall earn benefits concurrent with their level of seniority, commencing when they return to work following recall.

6.07 Job Vacancies and Postings.

- a) The Employer will post a notice of any job vacancy (excluding Charge Nurse positions) in the facility for seven (7) calendar days before soliciting outside applicants. For the purposes of this agreement, a “vacancy” shall refer to a vacancy in a particular classification (RN or LPN, or a particular shift, or, if the Employer so elects, a special shift option (e.g, twelve (12) hour shifts).
- b) In filling vacancies, seniority among current employees and outside applicants shall govern, provide all other factors (such as skill and ability, performance, attendance/lateness records, and ability to meet the needs of the Employer) are comparable.
- c) An employee’s bid for a vacant position shall be in writing and shall be acknowledged in writing within a seven (7) calendar day period. Those applying for available positions shall be notified in writing whether they have been appointed to the position.
- d) In the event a per-diem employee or part-time employee is regularly scheduled to work more than twenty-four (24) hours per week in a three (3) month period, then

the Employer will be required to create and post a full-time or part-time bargaining unit position.

- e) The Employer may offer a referral bonus of up to five-hundred (500) dollars to bargaining unit Employees, provided that the referred employee works at least six (6) months at The Phoenix Center.
- f) All job postings shall note the position title, type of work performed on a daily basis, location, base rate of pay, hours, amount of paid time off, insurance availability, and whether the job is a HPAE bargaining unit position, and if so, a copy of this contract (the Employer may provide a link to this contract on the HPAE website).

7. WORK TIME

7.01 Normal Workday: The normal workday for bargaining unit employees will be eight and one half (8-½) hours, including a one-half (½) hour unpaid meal break, provided that the employer reserves the right to post job vacancies for positions consisting of shifts of less than eight and one half (8-½) hours.

7.02 Normal Pay Period: Full-time bargaining unit employees normally shall be scheduled to work eighty (80) hours in a two (2) week excluding unpaid meal breaks, in ten (10) workdays with an employee normally having four (4) days off in each pay period. The pay period begins 7:01 AM Sunday and ends 7:00 AM on the Sunday fourteen (14) days thereafter.

7.03 Work Schedules:

- a) The Employer will post a four (4) week work schedule of each employee's assignment not less than two weeks in advance of the start of the schedule and maintain such schedule until it is superseded by a new schedule or changed by the Employer in order to maintain safe and quality levels of patient care, provided however, that the Employer shall first seek volunteers if a change in schedule is needed. In the event there are insufficient volunteers, the Employer shall provide at least forty-eight (48) hours' notice of a schedule change.
- b) Once a schedule is posted, employees in a classification may mutually agree to switch workdays with employees in the same classification, provided that an employee-initiated switch: (i) does not result in the payment of overtime, premium pay or result in employees not fulfilling their geriatric unit hours requirement, and; (ii) is pre-approved by the director of nursing or her designee, which approval shall not be unreasonably withheld.

7.04 Additional Shifts:

- a) The Employer will post an "availability list" for overtime to run concurrent with the posted time during the two (2) week period prior to the start of the schedule. Bargaining unit employees who want to be called in the event there is a vacancy shall sign their names on this list and indicate the date(s) and shift(s) for which they are available to work. Those nurses who do not sign up to work will be considered "unavailable," relieving the employer of an obligation to call them. Extra shifts shall be distributed among employees in the classification who sign the list, on a seniority basis among employees who will be eligible for straight

time and, thereafter, among employees in the classification who will be eligible for time and one-half pay.

- b) As an exception to the foregoing, the Employer, at its option, may offer employees already in the facility the opportunity to work additional hours to cover for employees who do not report to work on the day of the assignment, rather than calling employees on the availability list who are not at work.

7.05 Weekend Rotation.

- a) The Employer will make a reasonable effort to schedule employees so they have every other weekend off, unless a holiday on which they are scheduled to work falls on their weekend off or in other special circumstances. This provision does not apply to those employees whose normal schedule, as stated when they were placed in their position, is to work every weekend.
- b) A weekend shall be defined as Saturday and Sunday for all employees. The Saturday shift, for night shift employees, begins on Saturday at 23:00 and the Sunday shift, for night shift employees, begins on Sunday at 23:00.

7.06 Shift Rotation. There will be no rotation of shifts for employees, provided that the foregoing shall not prevent the Employer from posting job vacancies which, as part of the schedule for those positions, include hours on a combination of shifts (e.g., 7AM and 3 PM shifts).

7.07 In-Services.

- a) A scheduled program of in-service shall be provided for all employees as required by federal and state regulations.
- b) All employees who are required to attend mandatory In-Service programs, whether or not during their regularly scheduled work time, shall be paid for all time spent in the program at their regular rate of pay (excluding differentials), except that differentials will be paid if the In-Service occurs during their regularly scheduled work time.
- c) Employees who are released from their regular duties will not be required to punch out in order to attend voluntary In-Service programs during their regularly scheduled work time.

7.08 Work-Related Conferences and Seminars. The Employer shall make a reasonable effort to accommodate an employee's schedule so that an employee may attend a work-related conference, workshop, seminar, and/or convention. Reimbursements for fees, transportation, and/or other expenses for an approved professional meeting will be at the Employer's sole discretion.

7.09 Shift Options.

- a) Upon prior notification to the Union, the Employer may, in its discretion, develop shift options and rates of pay, which shall be awarded pursuant to the posting procedures set forth in Article 6.07. Rates of pay will be subject to negotiation with the Union, the agreement of which shall not be unreasonably withheld.
- b) The Employer will have the right to establish shift differentials for shift options.

7.10 No Guarantee. Nothing herein shall constitute a guarantee of a minimum number of hours per day or per week or in any other respect.

8. WAGES AND EXPERIENCE RECOGNITION

8.01 Wage Rates:

- a) All part-time, full-time, and Per-Diem employees will receive the wages identified herein consistent with their years of validated experience and sections 8.05 and 8.09 below:

Base Rates for Full-time and Part-time employees are as follows:

RNs	
Years of Experience	Rate
0-1	\$38.50
2-5	\$40.00
6-10	\$42.00
10+	\$43.50

LPNs	
Years of Experience	Rate
0-2	\$31.00
3-5	\$32.50
6-8	\$35.00
9-12	\$36.00
13-15	\$37.00
16-18	\$38.00
19-21	\$40.50
22+	\$41.50

Base Rates for all Per- Diem Employees are as Follows:

RNs (Weekdays)	\$42.50
RNs (Weekends)	\$45.00
LPNs (Weekdays)	\$35.00
LPNs (Weekends)	\$37.00

Effective July 1 of 2023, all incumbent employees' rates shall be placed on the schedule and step which corresponds to their years of service or increased three (3%) percent, whichever is greater.

Effective July 1 of each following year, all incumbent employees' rates shall be placed on the step which corresponds to their years of service or increased two (2%) percent, whichever is greater.

Longevity Pay Effective July first of every year, employees' rates will be increased according to their total years of service.

More than 15 years, less than 25 years	+ \$ 0.50
25 years or more	+ \$ 0.50 (total of one (1) Dollar)

- b) No new hire will be paid more than any current employee with equal or greater experience.
- c) Employees who fail to work their assigned weekend shift(s) shall make up such shifts on another weekend.
- d) Should the Employer determine that an employee has established a pattern of not reporting to work on days he/she has been scheduled to work, the Employer may transfer such employees to a different shift option as long as the transfer does not displace another employee from his/her current shift option.
- e) Should the Employer exercise its discretion to pull employees from pediatrics to geriatrics or geriatrics to pediatrics, it shall pull them in the following order; Volunteers, Agency, Per-Diems, Floats, Employees Working Overtime, All Other Employees by pulling, in reverse order of seniority within each group (Pull lists shall identify employees by name, locations to which pulled, and pull dates.

8.02 Regular and Premium Compensation Rates:

- a) Regular Compensation Rate: An employee's hourly rate, as stated in this agreement, will apply to all work up to eight (8) hours in a workday (twelve (12) hours for employees who work twelve (12) hour shifts) and up to eighty (80) hours in a two week pay period.
- b) Premium Compensation Rate: All employees are entitled to time and one half (1-1/2) for all time worked in excess of forty (40) hours in a week. Paid time which is not worked (e.g. unworked vacation, sick, personal days) shall not constitute time worked for overtime purposes.
- c) Critical Shift Incentive: A "Critical Shift" shall be designated by the supervisor on duty in writing (with an email to the Local Union President) when a need to fill four (4) or more hours of a shift exists and the supervisor cannot fill the need in another way. Employees volunteering to fill this need will receive the following in addition to their regular pay:

LPNs	\$10.00
RNs	\$12.00

This incentive will not be paid in addition to overtime. Per Diem, Casual, Temporary, and Agency Employees are not eligible for this incentive.

8.03 Break Periods

- a) Employees shall be eligible for one (10 fifteen (15) minute rest period per eight (8) hour shift. For purposes of this article, rest periods will be considered as time worked. By mutual agreement between the employee and the Employer, the rest period may be extended to forty-five (45) minutes (fifteen (15) minutes of which are paid) in lieu of this rest period,

8.04 Pay Checks

- a) Frequency of paychecks shall be every two (2) weeks. All paychecks will be delivered to each employee in a sealed pay envelope. Employees who have an error in their paycheck which results in an underpayment of eight (8) hours or more of pay shall receive their full pay by the following Monday, provided that they have notified the Employer by 10:00 AM on Friday. (If they notify the Employer thereafter of an underpayment of eight (8) hours or more, they shall receive their full pay within two (2) business days thereafter.) Employees who have an error in their paycheck which results in an underpayment of less than eight (8) hours of pay shall receive the amount due by the next paycheck.
- b) Employees shall not be required to request payment for sick time, paid time off (PTO), holiday, or other leave time in order to receive payment for such time

8.05 Date of Wage Increases: Wage increases shall be effective the first full pay period following the effective date of the increase and shall be included in the next paycheck. No current employee will suffer a reduction in wages as a result of this agreement.

8.06 New Hire Rate.

- a) The Employer and the Union may agree to increase or lower the wage rate of shift options on a per shift and/or per unit (geriatric unit or pediatric unit) basis as set forth in paragraph; two above, provided that no employees regularly assigned to shifts and/or units on such shift options have their effective wage rates diminished or are paid below those rates (i.e., any employees being paid below the effective shift option rate, for their regularly assigned shift option will be raised to that effective rate: no employee's effective rate shall be reduced as a result of a change on his/her shift option.)

- b) The Employer and the Union may agree to adjust the geriatric and/or pediatric rates on an individual employee provided that the effective rate is not changed for such employee.

8.07 Employees designated on the schedule when posted by the Employer to be Charge Nurses shall receive a Charge Nurse Differential of one (1) dollar per hour for each hour worked as a Charge Nurse. This differential shall not be paid to an employee who has been removed from the position of Charge Nurse. The Employer reserves the right to make changes to the Charge Nurse position and will provide the Union with thirty (30) day's notice of such intent and will meet with the Union to discuss such changes.

8.08 New Units.

- a) Upon advance notice to the Union, the Employer may, at its discretion, probation rates and post-probation minimums for skilled nursing speciality units that may be created.
- b) Current employees would have the right to bid into bargaining unit positions and maintain their rate, benefits, and seniority.
- c) During the first ninety (90) days in the position, the employee may return to their position and the Employer may, at its discretion, return the employee to his/her former position; in either case with the employee's previous rate, benefits, and seniority. The Employer's decision shall not be subject to the grievance and arbitration procedure pursuant to Article 19 of the Agreement.

8.09 – Experience Recognition. As of July 1, 2023, and upon each anniversary thereof, incumbent employees will be placed on the appropriate schedule and step that corresponds to their years of service.

New hires will be placed on the appropriate schedule and step that corresponds to their years of experience. Such appropriate validated experience shall include non-Phoenix Center experience and Phoenix Center experience. Prior Experience (prior to the Phoenix Center/Wanaque Center) shall be credited with one year of service for each year of outside experience acquired as a RN and/or LPN. Credit shall be given for experience in:

- (a) Long-term care facilities.
- (b) Acute care hospitals or related facilities (e.g., surgery center).
- (c) Relevant Home Health, depending on skill services experience.
- (d) Nursing homes, hospices, and other similar facilities.

If an employee moves to another position within the bargaining unit, the employee will be given one to one credit for prior experience and will be placed on the corresponding and appropriate wage step for the new job.

8.10 Differentials

(a) All Bargaining Unit Members working a full second and third shift, regardless of unit, will receive an additional one dollar and fifty cents added on to their base rate for all hours worked Mondays through Fridays.

(b) All Bargaining Unit Members working on weekends, regardless of unit, will receive an additional two (2) dollars added on to their base rate for all hours worked 23:00 Fridays through 23:00 Sundays.

(c) All Bargaining Unit Members working the second or third shifts on weekends, regardless of unit, will receive an additional one dollar and fifty cents added on to their base rate for hours worked during those shifts

(d) All employees working in Pediatrics will receive a differential of one (1) dollar per hour for time worked in Pediatrics.

(e) Geriatric RNs/LPNs working in Pediatrics will be paid a Pediatric differential of one (1) dollar.

9. HOLIDAYS

9.01 All non-probationary employees shall, subject to the conditions stated below, receive the following holidays off with pay:

- a) New Year's Day (December 31st instead for 3 P.M. shift employees).

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

- b) Birthday. Employees with three (3) or more years of seniority will receive the day off with pay pursuant to Article 9.02 on their birthday unless it falls on a holiday or scheduled weekend, in which case employees will : (1) be paid for the birthday in lieu of receiving another day off or (2) schedule a day off during the same period as when the birthday falls by notifying the Employer no fewer than seven (7) days prior to the posting of the schedule. This provision will only apply to employees employed on the date of the transfer of ownership.

9.02 Holiday pay for holidays not worked shall be eight (8) hours pay for full-time employees at the employee's regular rate (excluding differentials).

9.03 Work on Holidays.

- a) Should it be necessary for a full-time employee to work on any of the holidays to which he/she is entitled, he/she shall receive another day off with pay, in accordance with section 9.02 above. A full-time employee who works on Independence Day,, Thanksgiving, Christmas, and/or New Years, shall receive time and one-half (1.5x) his or her regular straight time pay. At the employee’s option, the employee may receive pay in lieu of the day off.
- b) A part-time employee who performs work on Independence Day, Thanksgiving, Christmas, and/or New Years, shall receive time and one-half (1.5x) for work performed on a holiday, plus another day off with pay. A part-time employee who does not perform work on a holiday shall receive no additional pay for the holiday. At the employee’s option, the employee may receive pay in lieu of the day off.
- c) Time off for a holiday worked must be taken within ninety (90) days after the holiday. If an employee does not use the day within the ninety (90) day period, the day will be forfeited, Requests for the use of such days shall not be unreasonably denied. If an employee has reasonably requested the use of such days within the ninety (90) day period two (2) or more times and use has been denied, then the employee will receive pay for the day not used.

10. VACATION

10.01

- a) For employees-hired on or before June 18th, 2014,-with ten (10) or more years of seniority as of the Ratification of this agreement, vacation time shall be earned by full and part-time bargaining unit employees (part-time employees shall accrue vacation time on a pro-rata basis), commencing on the first of the month following the completion of ninety (90) days of employment, on the following schedule:

Length of Service	Annual Vacation Accrual
Less than five (5) years	Ten (10) days
After five (5) years	Fifteen (15) days
After ten (10) years	Twenty (20) days

Vacation time accrued prior to the execution of this agreement will be recognized.

- b) For employees hired after June 18th, 2014,-vacation time shall be earned by full and part-time bargaining unit employees (part-time employees shall accrue vacation time on a pro-rata basis), commencing on the first of the month following the completion of ninety (90) days of employment, on the following schedule:

Length of Service	Annual Vacation Accrual
Zero (0) to five (5) years	Ten (10) days (based on 40 hours per week)
6+ years	Fifteen (15) days (based on 40 hours per week)

Vacation accrual shall be based on the basis of all compensated hours earned by the employee. For example, a full-time employee who is regularly scheduled for thirty-two (32) hours per week but actually works forty (40) hours per week, shall receive accrual based on actual hours regularly worked for the previous year.

*New hires may also take one (1) week of vacation six (6) months after their first day of employment.

- c) Employees are prohibited from accruing more than twice their current annual vacation accrual rate.

10.02 Vacation Scheduling.

- a) Employees may submit their vacation time requests, between January 1 and March 31, for the period from May 1 through the following April 30. Requests made by March 31 will be approved, based upon seniority, to the extent that they will not interfere with the normal operation of the Employer’s business. Requests made after March 31 will be granted on a first-come-first serve basis (provided that the request is received in writing at least one (1) week prior to the posting of your department’s schedule), to the extent that additional opportunities exist which will not interfere with the normal operation of the Employer’s business.
- b) Requests for consecutive vacation may not exceed the lesser of three (3) weeks or the employee's current annual vacation accrual rate.
- c) Employees may, at their discretion, use vacation for absences due to a bona fide serious injury or illness of more than five (5) consecutive scheduled workdays which prevents them from performing work, subject to timely compliance with Article 11.06. In addition, employees may, at their discretion, use vacation in the event that the employee has no scheduled sick days.
- d) The Employer will respond to all vacation requests within two (weeks).

10.03 Vacation pay shall exclude any differentials.

10.04 Sell-Back of Vacation. Each December, employees may sell one-half (½) of their unused PTO as of their last pay ending in November. Payment of PTO will be at the employee’s base rate (excluding differentials), will be paid in half-day increments and will be paid in December.

10.05 Upon loss of seniority, an employee shall be paid for his or her accrued, but unused vacation, provided the employee (i) has completed one (1) year of service (ii) has not been discharged for just cause; and (iii) has provided at least two (2) weeks notice in the case of resignation.

11. SICK LEAVE

11.01 Sick leave pay may be used for absences of an employee from his/her regularly scheduled work due to illness or injury which is not compensable under the Workers' Compensation law.

11.02

- a) Sick time shall be earned by full-time and part-time bargaining unit employees commencing on the first month following ninety (90) days of employment at the rate of seven (7) per year for employees employed on the date of transfer of ownership (two (2) days credited on July 31 and one (1) day credited on September 31, November 30, January 31, March 31, and May 31) and six (6) per year for those hired after that date (credited every other month from date of hire).
- b) Employees must bank two (2) sick days per year in order to sell back unused sick pay. Unused sick days beyond two (2) may be sold back or banked at the employees' option.
- c) Sick time may be accumulated to a maximum of sixty (60) days.

11.03 Sell-Back of Sick Days.

- a) Employees may choose to sell back unused sick pay, earned during the previous calendar year only, at the rate of fifty percent (50%) of the employee's rate of pay as of the last day of the previous calendar year, provided they retain at least two (2) days in their sick day bank.
- b) "LIFO" (last in first out) shall apply with respect to the use of sick leave. Thus, for example, sick leave earned in the current calendar year shall be used before sick leave used in the immediately preceding calendar year.

11.04 Sick shall be paid for as and when used, provided proper notice is given by the employee to the Employer in accordance with the Employer's call-out policy, which may be modified from time to time.

11.05 No sick leave will be paid upon an employee's termination of employment.

11.06 Any absence due to illness of three (3) or more consecutive workdays shall be supported by a doctor's note, as shall absences of shorter duration where there is prior evidence of an employee's abuse and the employee was previously notified of this requirement.

11.07 Sick leave pay shall exclude any differentials.

12. INSURANCE

12.01 Employees who regularly commit to working at least thirty-two (32) hours per week may participate in the Employer’s health insurance plan in effect as of July 17, 2017, or a plan providing substantially comparable benefits, in accordance with the terms of the policy. Before implementing a new plan, the Employer shall provide the Union with a notice of its intended change and, at the Union’s request, shall discuss the intended change during a period of thirty (30) days following such notice. (if a point of service option is required by applicable law, the Employer shall comply with such laws but not be required to provide a Point of Service option comparable to a previously provided Point of Service plan.)

12.02 Employer Contributions.

- a) Single Coverage: The Employer shall contribute to the payment of the insurance company’s premiums for the Base Plan single coverage for eligible employees as set forth below:
 - i) The Employee shall contribute fifteen percent (15%) of the payment of the insurance company’s HMO premium for single coverage. Employees hired after June 18th, 2014 shall contribute twenty percent (20%) of the payment of the insurance Company’s HMO premium for single coverage.
 - ii) Low and Buy-Up Plan: employee who elect this coverage shall pay the difference (either an additional or lower amount) between the premium charged by the insurance company and the amount paid by the Employer for HMO single coverage for the base plan.
- b) Dental Coverage: The Employer will continue to offer a group dental plan, at the employer’s expense, provided such coverage continues to be available
- c) Expanded Coverage:
 - i) Eligible employees may elect expanded coverage under the Employer’s group plan(s) by paying the full difference between the premium charged by the insurance company for the type or category of coverage selected by the employee and the amount paid by the Employer for single for the Base Plan coverage in accordance with Section 12.02(a) above. Expanded coverage shall be defined as any type or category of insurance which exceeds or expands HMO single coverage for the Base Plan.
 - ii) Eligible employees hired on or before April 30, 2013 with seven (7) years seniority who elect expanded coverage under under the Employer’s group plan shall contribute the difference between the premium charged by the insurance company for the type or category of coverage selected by the employee and 100% of the premium for single coverage for the Base Plan, but not more than the amounts set forth below:

<u>Expanded Coverage</u>	<u>Maximum Employee Monthly Payment</u>
Employee / Child(ren)	\$600.00
Employee / Spouse	\$600.00
Family	\$1,000.00

- Effective the Plan Year starting in 2015, the maximum employee monthly payment shall increase by fifty percent (50%) of the dollar increase in premiums for each level of coverage. Therefore, the maximum employee monthly payment shall increase each Plan Year fifty percent (50%) of the dollar increase in premiums for each level of coverage.
- iii) Employees hired on June 18th, 2014, upon an eligible employee's seventh (7th) anniversary, the Employer will commence the adjustment, if any, of the employee's contribution pursuant to the terms set forth in paragraph 12.02(c)(ii) above, in the following calendar month.
- d) Employees who are eligible for insurance who choose not to participate in any of the Employer's group plans shall receive an additional one dollar (\$1.00) per hour, which shall be applied to their base wage rate.

12.03 An employee is not eligible to participate in this group coverage until the first of the month following the employee's completion of ninety (90) days of employment. To the extent required by law, employees may be placed in group coverage earlier.

13. ABSENCES FOR FUNERALS

13.01 Non-probationary full-time employees shall be eligible for three (3) days of paid leave (within the five (5) days immediately following the death) in the event of the death of their parents, parents-in-law, spouse, civil union partner, child, step-child, brother, sister, brother-in-law, sister-in-law, grandparents, and grandchildren. Verification of death and relative status, if requested by the Employer, shall be furnished by the employee.

13.02 An employee will be compensated for such days at the employee's regular compensation rate, excluding any differentials.

13.03 Part-time employees shall be granted funeral leave of up to three (3) days (within the five (5) days immediately following the death) in accordance with their specific schedules (no pay if not scheduled).

14. JURY DUTY

14.01 Non-probationary full-time employees who are called for Jury Duty shall be paid the difference between their regular rate (excluding differentials) for regular scheduled time lost and the amount they receive as Jury Pay, up to a maximum of five (5) days during the term of the Contract, provided they offer valid proof of such Jury Duty and the amount received as jury pay. Whenever employees are temporarily excused from such Jury Duty by the court on their scheduled work day, they shall advise their supervisor as promptly as possible and stand ready to report to work if requested. The receipt of a subpoena or notice to report for Jury Duty must be reported immediately to the Director of Nursing.

14.02 Part-time employees shall be granted paid leave for Jury Duty in accordance with their specific schedules (no pay if not scheduled).

15. LEAVES OF ABSENCE

15.01 Disability Leaves. Non-probationary employees becoming ill or otherwise medically disabled (subject to the employee submitting medical certification of such illness or disability) shall be eligible for an unpaid leave of absence for up to a total of twelve (12) months during any twenty-four (24) month period and said employee shall be entitled to reinstatement upon recovery, without loss of seniority, subject to the employee submitting medical certification that the employee is fully capable of returning to work and does not pose health risks to residents or other employees.

15.02 FMLA and NJFLA Leaves. The Employer shall comply with the federal Family and Medical Leave Act and the New Jersey Medical Leave Act in accordance with their terms. Leaves of absence required by these statutes run concurrently with other leaves of absence authorized under this collective bargaining agreement, to the extent permitted by these statutes. No leaves of absence may be stacked upon another leave of absence unless required by statute.

15.03 Leave for Study. LPNs who wish to undertake the schooling to qualify for RN positions shall be granted a leave of absence of six (6) months to complete such schooling.

15.04 Military Leave. In the event an employee is drafted or enlists in the armed services, said employee shall be granted a military leave of absence in accordance with applicable law.

15.05 Personal Leave. The Employer, in its sole discretion, may grant unpaid personal leaves of absence upon the request of the employee for up to six (6) months.

15.06 Pay and Benefits During Leave.

- a) The leaves covered by this article are unpaid unless employees are utilizing previously earned paid time off. Use of time off shall not extend the duration of these leaves.
- b) No benefits shall be earned during the leaves of absence covered by this Article, except that the Employer shall continue to pay its portion of the premium for medical coverage for an employee (i) on a leave covered by section 15.02 as provided in the FMPL or NJFLA as applicable; and (ii) on all other leaves authorized by this Article through the end of the calendar year in which the employee commences the leave.
- c) Employees are required to use their unused sick days, vacation, and personal days during their leaves, including their FMLA and NJFLA leaves taken on an intermittent or reduced leave basis, except that this requirement shall not apply until an employee has been absent on a Medical, FMLA, or NJFLA leave for four (4) weeks during a rolling twelve (12) month period.
- d) Seniority shall continue to accrue during the leave.

- e) At the end of a leave covered by this Article, the employee will be eligible to return to work in his/her prior classification and prior shift, provided he/she has the seniority to do so.

15.07 Notice. Except in cases of emergency (including emergency illness) for which such notice is impossible, an employee must apply for leaves covered by this Article no later than one (1) month prior to the commencement of sick leave. Reply to such application will be given in two (2) weeks. An employee desiring an extension of such leave covered by this Article, for up to a total absence of six (6) months, shall request such extension no later than fourteen (14) calendar days prior to the extension of the leave.

16. MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, it is recognized that the Employer retains the rights to exercise the customary functions of management in the operation of its home. Such rights shall include but not be limited to location of operations, types of equipment to be used or materials purchased or sold, and whether or to what extent any service or activities, of any nature whatsoever shall be added, modified, eliminated, or obtained by contract with any other employer. (provided that, with respect to subcontracted services, the subcontractor the subcontractor agrees to be bound by this collective bargaining agreement), and this right includes the right to hire and determine the number of employees in the nursing home or a department including the number assigned to any particular work, to increase or decrease that number, to direct and assign their work, to change and combine the job content of any classifications, to determine when and where overtime shall be worked, to establish and schedule the working hours of the employees, to determine the reasonable work pace, work performance levels, and standards of performance for employees, to require safety devices and equipment, to layoff, discipline, and discharge for just cause, transfer promote and take any action considered necessary to establish and maintain efficiency and discipline.

17. NO STRIKE NO LOCKOUT

During the term of this agreement, no employee shall not engage in, and the Union shall not instigate, call to authorize, any strike, sympathy strike (including but not limited to the refusal to cross the picket line of another union), sit-down, slow-down, work stoppage, boycott, picketing, or any other interference against the Employer, and the Employer shall not engage in any lockouts. Should any employee(s) engage in any of the actions prohibited by this provision, and should the Employer notify the Union of such actions, a representative of the union shall, as promptly as possible, instruct such employees to forthwith cease such action and promptly return to their respective jobs and comply with the applicable provisions of this Agreement.

18. DISCIPLINE & DISCHARGE

18.01 The Employer may discipline and discharge employees for just cause.

18.02 In all cases involving the discipline of an employee, the Employer shall promptly notify the employee in writing and the reasons therefore. In a case of discharge or

suspension, a copy of the disciplinary notice shall be mailed or faxed to the Union office within two (2) working days from the time of the suspension or discharge.

18.03 An employee, at his or her request, has the right to have a Union Representative or Officer present at any conference in which the employee believes he/she may be subjected to or given a discipline, providing that a Union Representative or Officer makes himself or herself available when the Employer has scheduled the conference.

18.04 The Employer reserves the right to remove an employee as Charge Nurse, while retaining the employee as a Staff Nurse, which action shall not be considered to be a discipline. An employee who is removed as a Charge Nurse, after serving in that capacity for at least one hundred eighty (180) days, may pursue a grievance through Step 2 of the Grievance Procedure, with the understanding the Administrator's decision is final at the conclusion of the Step 2 Process.

19. GRIEVANCE PROCEDURE

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

Step 1. Grievances shall be reduced to writing, signed by the grievant, and/or his/her Union representative, and presented to the Director of Nursing or his/her designee, within ten (10) calendar days of the occurrence of the underlying events leading to the Grievance (or, if later, within ten (10) calendar days of the date on which the employee gained or should have gained knowledge of the underlying events). A grievance so presented shall be answered by the Director of Nursing or his/her designee in writing within ten (10) calendar days after its presentation.

Step 2. If the Grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented to the Administrator in Step 2. The Administrator or his/her designee shall convene a meeting to discuss the grievance, at which meeting the employee shall be represented by a Union Officer or Staff Representative of the Union. The Administrator or his/her designee shall render a decision in writing within seven (7) calendar days following such meeting.

Step 3. Arbitration. If a grievance is not satisfactorily resolved at Step 2, the grievance may be submitted to arbitration by the Union. To be timely, the Employer must be notified, within twenty-one (21) days of receipt of the Employer's Step 2 response, of the Union's intention to arbitrate the matter and must submit the grievance to an arbitrator selected from a panel on a rotating basis. The panel of arbitrators shall be: Greard Restaino and JJ Pierson. Grievances shall not be combined in a single arbitration unless otherwise agreed between the parties. If either arbitrator is unavailable, the parties shall select an arbitrator pursuant to the American Arbitration Association as prescribed by their rules and regulations. The Arbitrator's fees and expenses shall be divided equally between the Employer and the Union. The American Arbitration Association's Labor Arbitration rules shall govern in all respects, unless

otherwise agreed between the Employer and the Union. The Arbitrator shall have no authority to add to or modify any portion of this agreement. The decision of the Arbitrator shall be final and binding on both parties.

19.02 Failure on the part of the Nursing Home to answer a grievance at Step 1 or 2 or to convene Step 2 meeting, shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

19.03 Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented at Step 2 in the first instance, within the time limit specified in Step 1 of this Article.

19.04 Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance provision of this Agreement. Time limits may be extended by mutual agreement in writing.

19.05 A grievance which affects a substantial number or class of employees, and which the Nursing facility representative designated in Step 1 lacks the authority to settle, may initially be presented at Step 2 by the Union representative.

19.06 Either party shall have the right to pursue legal actions (including claims for damages and/or injunctions) in court, in the event of a breach of Article 17 (No Strike No Lockout) of this Agreement, without having to pursue or exhaust any rights it may have under this Article 19 (Grievance Procedure) and, in such event, the other party may not assert in court that such a court action is barred or untimely because of the filing party's failure to file a grievance or to pursue arbitration. Any claim or action resulting from the Employer's, the Union's, or any employee's violation of Article 17 (No Strike No Lockout) shall not be subject to this Article 19 (Grievance Procedure).

20. NON-DISCRIMINATION

Neither the Employer nor the Union will discriminate any employee or applicant for employment as an employee, in any matter relating to employment because the employee is a member of the Union, because of race, color, creed, marital status, education, sex, sexual orientation, national origin, political beliefs, or because the employee has filed any complaints or grievances with the Employer.

21. HEALTH & SAFETY

21.01 Employee Physicals. The Employer agrees to provide a physical examination for all employees as required by federal and state regulations. An employee may meet the physical exam requirement by seeing his or her own physician at his her own expense.

21.02 Employer's Health and Safety Committee. The Union may select two (2) employees to serve on the Employer's Health and Safety Committee.

21.03 Employer-Required Tests, Vaccinations, and Certifications, To the extent required by the Employer as a condition of employment, the Employer shall provide Mantoux

testing, Hepatitis B and seasonal influenza vaccinations, and CPR and IV certification training at no cost to the employees (the terms of this paragraph shall not apply for reimbursement of tests, vaccinations, and certifications that employees independently obtain from third party providers without advance, written Employer approval)

21.04 Workplace Safety. The Employer acknowledges its duty to provide a healthy and safe Workplace, free from known and potential hazards, for employees, patients, and guests.

22. 401(k) PLAN

The employees shall be eligible to participate in the Employer's 401(k) Plan for bargaining unit employees in accordance with the provisions of the Plan. The Employer shall match fifty (50) cents of each one (1) dollar that a full-time employee contributes up to a maximum of up to \$-250 per year. Employees with one (1) year or more of seniority shall be eligible for the employer's matching contribution. Vesting of the Employer's contribution shall be 20% each year until the vesting is 100% after five years, provided that for current employees, vesting credit shall begin with the date of transfer of ownership, June 18th, 2018. No change shall be made to the 401(k) plan without appropriate notice and negotiations with the Union.

23. TUITION REIMBURSEMENT

The Employer agrees to reimburse up to three (3) employees, per calendar year, in the amount of up to one thousand (1,000) dollars each, to cover the cost of tuition for courses in their respective line of work, provided they: (i) obtain prior approval from the Employer's administrator and (ii) obtain a grade of "C" or better. Requests shall be considered based upon the order in which such requests were made.

24. LABOR-MANAGEMENT MEETINGS

24.01 The Union and the Employer agree to the establishment of a Labor-Management Committee composed of up to four (4) representatives selected by the Union and up to four (4) representatives selected by the Employer.

24.02 Meetings shall be held on an every two (2) month basis, with the first meeting being held within thirty (30) days of the ratification of this agreement. Agendas shall be exchanged one (1) week in advance of a meeting. Employee representatives may attend these meetings, without loss of pay, if these meetings are scheduled when such employees are otherwise scheduled to work, provided this provision shall not be used to prevent the Employer from scheduling such meetings at other times.

24.03 Among the subjects to be discussed shall include: (i) staffing, (ii) floating, (iii) and health and safety issues.

25. SEPARABILITY

This agreement and its component provisions are subject to any present and future laws or regulations. If any Federal or New Jersey State law or regulation, or the final decision of any Federal or State court or regulatory agency affects any provisions of this

agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation, or decision but otherwise, this Agreement will not be affected.

26. HPAE RETIREE MEDICAL TRUST

26.01 Effective upon the ratification of this collective bargaining agreement, the Employer shall facilitate the payment of a monthly mandatory employee contribution of twenty (20) cents per hour for each employee covered by this Agreement. No payroll check-off by employees will be required; instead, provided it is lawful, the employer will transfer one check for this purpose of employee contributions, representing twenty (20) cents per hour for each employee who worked in that month. The monthly per capita amount of employee contributions shall be included in each employee's salary for the purpose of calculating retirement benefits. The HPAE will defend and hold the Employer harmless against any claims or liability arising from the performance of its obligations in this article.

26.02 Upon request of HPAE, the employer shall provide a person of their choice to participate on the Board of Trustees of the HPAE Retiree Trust.

26.03 Contributions to the Trust shall be due at the Trust office by the end of the month following the month for which the contribution is made. Late payments may be subject to reasonable interest not to exceed nine (9) percent per quarter.

26.04 The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses, and the reasonable costs of administering the Trust. The Employer hereby acknowledges receipt of the Trust Agreement governing the Trust and will cooperate with the Trust Office in reporting and depositing the required contributions set forth above, according to rules set by the Trustees of the Trust. The parties acknowledge the following provision in Article XI, Sections 1 and 2, of the Trust Agreement regarding limitations on the liability of the participating employers: "1. Liabilities and Debts of Trust Fund - No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund."

26.05 The Employer may advertise its participation in this pension benefit to prospective hires.

27. STAFFING

27.01 Staffing. The Labor-Management Committee will evaluate the factors affecting staffing and propose joint solutions to these issues. The purpose and goal of this staffing committee is a joint effort by the Employer, the Union, and individual members to reduce vacancies and agency usage as well as promote safe staffing throughout the facility.

The committee shall:

A) Review concerns and data from bargaining unit members and nursing administration related to staffing, including but not limited to schedules, patient Census, and Unsafe Staffing Forms.

B) Review staffing data, including call-outs, absences, sick days, and censuses to anticipate scheduling and staffing needs.

C) Make recommendations to improve staffing.

The Parties may meet to discuss staffing issues as needed upon mutual agreement.

27.02 The Facility shall meet or exceed the safe staffing guidelines for long-term care facilities set by the State of New Jersey in N.J. Stat. § 30:13-18.

27.03 Nursing supervisors, including, but not limited to the Unit Managers or Nursing Supervisors, shall assist nurses with patient care duties when a unit is critically short, if they are qualified to do so.

27.04 Employees may file unsafe staffing forms.

27.05 Nurses who are scheduled to work less than forty (40) hours in a week and are asked to work past their assigned shift shall receive a bonus of one hundred (100) dollars.

28. FLEXIBLE SPENDING ACCOUNTS

The Employer agrees to continue to provide employees with Flexible Spending Accounts (FSAs), through the same provider, at the same level of benefits, for the duration of this agreement.


29. DURATION

This agreement shall be in full force for the period commencing May 1st, 2023 and shall remain in effect to and including April 30th, 2026, and shall be automatically renewed from year to year thereafter, unless with party gives written notice by fax, Email (with confirmed receipt from the other party's representative) or certified mail to the other not less than one hundred twenty (120) days prior to the expiration date hereof, or any anniversary date hereof, that it desires to terminate or modify this agreement.

IN WITNESS WHEREOF, in the County of Passaic, in the State of New Jersey, the parties hereto have caused this Collective Bargaining Agreement to be executed on this First day of June, 2023.

HEALTH PROFESSIONALS &
ALLIED EMPLOYEES, AFT/AFL-CIO

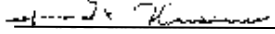
THE PHOENIX CENTER FOR
REHABILITATION &
PEDIATRICS



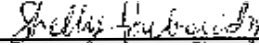
Deborah White, President, HPAAE



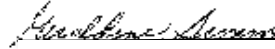
Natasha Islam, MHA, LNHA, Administrator



Ibdulla Umoru, President, HPAAE Local 5107



Shelly Farbowitz, Human Resources Director



Geraldine Simms, CO-Vice President, HPAAE Local 5107



Patricia Graziano, Secretary-Treasurer HPAAE Local 5107

SIDE LETTER

The Parties have a mutual interest in the efficient expenditure of meeting time. Therefore, they agree they will explore ways to consolidate Labor Management, Safe Patient Handling, and Violence Prevention Committee Meetings that will serve the parties and meet the requirements of New Jersey State Law and Regulations.