

AGREEMENT

Between

RCA SERVICER AT GASPORT

and

Communications Workers of America

AFL-CIO



Effective: October 27, 2021

Through: October 26, 2024

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**ARTICLE 1
AGREEMENT**

THIS AGREEMENT entered into this 27th day of October, 2021 by and between RCA SERVICER AT GASPORT herein after referred to as the "Employer" or "Facility" and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, herein after collectively referred to as the "Union".

The purpose of this Agreement is to establish and maintain harmony and cooperation between the Employer, the Union and the employees covered hereunder by setting forth the complete understanding between the parties with respect to wage, hours and other terms and conditions of employment. Further, the parties state it is their common goal to provide the residents of the facility the most efficient, safest and highest quality of care at all times.

**ARTICLE 2
RECOGNITION**

The Employer recognizes the Union as the sole representative of its employees in the bargaining unit, certified by the National Labor Relations Board in Case No. 3-RC-9784:

"All full-time and regular part-time licensed practical nurses employed by the Employer at its facility located 4540 Lincoln Drive, Gasport, New York, excluding all managerial, clerical, service and maintenance, professional and casual employees, guards and supervisors as defined in the Act."

**ARTICLE 3
BARGAINING UNIT CHANGES**

The Employer shall provide the Union a list of additions to the bargaining unit, a list of terminations and deletions from the bargaining unit, and a list of name and address changes, telephone number, status and date of hire at the end of each month, included with the union dues report.

**ARTICLE 4
NON-DISCRIMINATION**

The parties agree that it is the policy of RCA Servicer at Gasport to provide equal employment opportunities to all individuals, without regard to race, color, gender, age, marital status, religion, national origin, disability, genetic characteristics, victim violence status or sexual preference. This policy applies to hiring, promotion, transfer, training, wage and benefit administration and all other aspects of employment.

**ARTICLE 5
AGENCY SHOP**

Section 1. All employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members for the term of this Agreement. All employees who wish to join the Union and do so after the effective date of this Agreement shall, as a condition of employment, remain members of the Union for the term of this Agreement.

Section 2. Employees who have not joined and who do not wish to join the Union must, after they have completed thirty (30) days of continued employment, or within thirty (30) calendar days after the execution date of this Agreement, pay to the Union an amount equal to the then current dues (but no other charges) applicable to members as a contribution toward the administration of this Agreement. Employees may request payroll deduction for the payment of union dues or Agency fee, as applicable to each employee. Employees who choose not to join the Union may authorize the payment of the Agency fee on an authorization form which is the same as that shown in this Agreement except it will substitute the words "the monthly dues and one initiation fee" in such authorization.

Section 3. Upon written demand by the Union, the Employer shall terminate the employment of any employee who has failed to pay Union dues or the Agency fee, as applicable, without liability on the part of the Employer, within thirty (30) days of said notification. If during said thirty (30) day period the employee pays the Union dues or the Agency fee, as applicable, the Employer shall not be required to discharge such employee.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits or liabilities that shall arise out of actions taken or not taken in compliance with the procedure contained in the Article.

**ARTICLE 6
DEDUCTION OF UNION DUES**

Section 1. The Employer agrees that upon receipt of a written request on a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct fifty-two (52) times per year from such employee's wages one-quarter (1/4) of the amount of monthly union dues specified in such request, plus an initiation fee not to exceed \$25.00 in a single deduction for employees who have joined the Union, and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his authorized agent as directed. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. Dues deductions will be made or revoked in designated pay periods in the current payroll for properly executed dues deduction authorizations or revocations received by the appropriate Employer representative on or before the last day, the previous payroll period. The Employer will correct any errors made in making such deductions in a timely manner.

Section 3. The Employer agrees to make payroll deductions of the Union dues, and for Union members one (1) initiation fee, when authorized to do so by the employee on a form as set forth below in an amount as certified to the Employer by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts so deducted. Changes in the amount of monthly dues or the amount of the initiation fee will be certified to the Employer at least sixty (60) calendar days prior to the requested change.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits or liabilities that shall arise out of actions taken or not taken in compliance with the procedure contained in this Article.

PAYROLL DEDUCTION AUTHORIZATION

NAME: _____ JOB TITLE: _____

The undersigned hereby authorizes RCA Servicer at Gasport to deduct from my wages:

CHECK EITHER:

_____ MEMBER The monthly dues and one initiation fee as certified to the Employer from time to time by the Secretary-Treasurer of the Communications Workers of America, and remit same to the Secretary-Treasurer of the Communications Workers of America as his/her duly authorized agent This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-Treasurer of the Union, or

_____ AGENCY A service charge equal to the monthly dues as certified to the Employer from time to time by the Secretary-Treasurer of the Communications Workers of America, and remit same to the Secretary-Treasurer of the Communications Workers of America as his/her duty authorized agent This authorization may be revoked by me at any time by written request to the Employer and by sending a copy of such request to the Secretary-Treasurer of the Union

Union membership dues and agency fees are not deductible as charitable contributions for Federal income to purposes.

Dues and agency fees, however, may be deductible in limited circumstances subject to various restrictions impose by the Internal Revenue Code.

Resident Address

Signature of Employee

City/Town

State

Zip Code

Social Security Number

Date of Birth

Date Received by Company

Date Effective

**ARTICLE 7
PROBATIONARY PERIOD**

Section 1. All employees covered by this Agreement who are hired on or after the effective date of this Agreement, whether or not previously employed by the Employer, shall be subject to a probationary period of four hundred fifty (450) working hours.

Section 2. The Employer may extend the probationary period by one hundred fifty (150) working hours by giving notice of the extension in writing to the employee at least seven (7) calendar days prior to the expiration of the original probationary period.

Section 3. All probationary employees may be dismissed during the probationary period in the Employer's sole discretion. Such dismissal shall not be subject to the grievance or arbitration provisions of this Agreement.

**ARTICLE 8
ORIENTATION**

The Employer will provide orientation to new employees and/or transferees, as needed, depending on previous experience, skill, qualifications and resident care needs.

If an employee feels that she requires additional orientation time, that employee may meet with her supervisor and a union representative, if she wishes, to discuss an area where she feels more orientation is needed.

**ARTICLE 9
PERSONNEL FILES**

Section 1. Employees who have completed the probationary period shall have access to their own personnel file. Access will be limited to post-employment information. In order to inspect a file, an employee shall contact the Administrator or his/her Designee who shall indicate to the employee the day and time that the file can be reviewed. The file may be reviewed only in the presence of the Administrator or his/her Designee. No document shall be removed from the personnel file without the express permission of the Administrator or his/her Designee. For any document which is copied, at ten cent (\$.10) per page fee will be charged by the Employer.

Section 2. All evaluations and written warnings placed in an employee's personnel file shall be signed and dated by the employee prior to or at the time of inclusion in the file. If an employee refuses to sign, that refusal will be noted on the document.

**ARTICLE 10
JOB DESCRIPTIONS**

The Employer will furnish to the Union a job description for each position covered by this Agreement. Should the Employer decide to change a bargaining unit job description, the Employer will produce the change in writing. The Employer will provide the Union with a copy within fifteen (15) days of implementation and give the Union an opportunity to discuss it.

**ARTICLE 11
PROGRESSIVE DISCIPLINE AND REMEDIATION**

Section 1. The Employer commits to a policy of progressive discipline. Progressive disciplinary measures will include the following:

- a) Verbal Warning;
- b) Written Warning;
- c) Final Written Warning
- d) Suspension and/or Termination.

In certain cases, the Employer reserves the right to deviate from this action, depending on the nature of the offense, in order to insure a safe, healthy and productive work environment.

Section 2. Non-Probationary employees shall not be disciplined without just cause. Copies of all written notices discharge, suspension and warning shall be furnished to employee.

Section 3. The purpose of this system of progressive corrective action is to assist employees to correct inappropriate work behavior and/or work related performance. It is meant to aid in the development of professional work behaviors and improved "work related performance," rather than be a solely punitive system. In all cases (other than serious misconduct) where a corrective process is anticipated, counseling shall be used as a preliminary approach where possible and appropriate. The employee will be provided a copy of all disciplinary actions.

Section 4. Progressive Remediation:

- a.) The Employer shall identify certain corrective actions which are needed to assist and support an employee when a problem occurs in the course of performing his/her job and will provide the employee with a written plan of correction at any of the following steps:
 - Written warning
 - Final written warning
 - Suspension

- b.) The Union and the Employer agree that the written plan of correction shall not be required when there are non-job performance problems.

c.) It is further agreed that this Article does not preclude the Employer from the initiation of disciplinary action for serious performance problems at a higher step despite the absence of a written plan of correction.

ARTICLE 12 UNION REPRESENTATION

Section 1. The Union may select from employees in the bargaining unit, three (3) Union Stewards for the purpose of handling legitimate Union business (one per shift).

Section 2. Where a Union Steward is requested by the Employer to handle employee matters relating to legitimate Union business, attends a grievance meeting with the Employer or attends a meeting scheduled by the Employer at which the employee is entitled to representation pursuant to Section 5 hereof during working hours, the Steward will be paid for such time. Pursuant to the foregoing, if a Steward is called in by the Employer during non-working hours, he/she will be paid for actual time in meeting and if a Steward performs such services during work time, he/she will not be docked.

Section 3. The Union shall furnish the Employer with a listing of designated Stewards whenever there is a change in Stewards. The Union shall give written notice to the Employer and such list of change shall authorized and executed by a Union official designated by the Union.

Section 4. Employees shall not be paid for any time spent in meetings with the Employer which are scheduled outside of the employee's scheduled work time unless the Employer schedules meetings for such times and requires attendance, in which case the employee or employees who are required by the Employer to attend shall be compensated in addition to a Union Steward who is in attendance pursuant to Section 5 hereof and in accordance with the terms of Section 1.

Section 5. When an employee covered by this Agreement is interviewed by any representative of the Employer with the intention of investigating a specific problem or problems which could result in discipline, or when the employee is being disciplined, the employee will be so informed and will be offered Union representation during such meeting.

Section 6. The Employer shall recognize and deal with such representative of the employees as the Union may elect to appoint, pursuant to this Article. No employee shall be paid for time spent meeting with one or more Union representative pursuant to this provision. Meetings generally shall not be held during working hours of any involved employee(s) and if such occurs, it shall only be with the express authorization of the Employer.

Section 7. Time off for Union business shall be considered as time worked for the purpose of determining seniority, wage increases and other benefits with the exception that unpaid time off will not be considered as time worked for the purpose of determining overtime.

Section 8. Any Union official seeking access to the Facility must receive approval from the Administrator or his/her designee twenty-four (24) hours prior to the time of the requested visit. Access will be restricted to non-patient care areas.

Section 9. The Employer agrees to provide excused absence time without pay to one employee member of the Union bargaining committee for all purposes of negotiating a re-opening of this Agreement.

Section 10. The Employer shall provide a total of up to eight (8) calendar days of unpaid excused absence per calendar year to the bargaining unit for employees to conduct Union business, provided the Employer receives at least two (2) calendar weeks' notice before each requested day of absence.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1. A grievance is any difference between the Facility and the Union or between the Facility and the Union on behalf of an employee, or group of employees, with respect to the interpretation, or administration of, or compliance with, this Agreement or with respect to disciplinary action taken with any employee, including the reasonableness of any Facility rules of conduct or regulation under which the disciplinary action may have been taken.

Section 2. In the interest of cooperation, the parties (supervisor, steward and/or employee) shall engage in a discussion in an attempt to solve the problem. If the problem can not be resolved:

Step 1: A grievance must be submitted in writing on a grievance form within fifteen (15) calendar days of the day of the occurrence out of which the difference arises, or fifteen (15) calendar days of the day of the occurrence became known or should have become known, to the Director of Nursing. A meeting will be arranged with the Director of Nursing, the grievant, and his/her Union steward. The Director of Nursing will give a written answer to the Union within seven (7) calendar days of the date on which the formal grievance is submitted.

Step 2: In the event that the grievance is not settled at Step 1 and the employee or the Union desires it to be considered further, it must be presented in writing within seven (7) calendar days after the Step I response, to the Administrator, who (or whose designee) shall meet with the grievant and the Union steward or a higher Union representative not later than the seventh (7th) calendar day after the day on which the Administrator received the written grievance. The Administrator, or his/her designee, has (7) calendar days after the day on which the Step 2 meeting is held to answer the grievance in writing. If the employee and the Union are not satisfied with the answer, the employee and the Union have forty-five (45) calendar days from the date of the Step 2 answer within which to submit the grievance to arbitration (see Article 14 entitled Arbitration). If the Union does not appeal a grievance to arbitration before the appeal time expires, the grievance is deemed satisfied. No individual employee may institute an arbitration proceeding.

Section 3. The time limits set forth herein must be strictly adhered to by the parties and the employees. Any claim or grievance not answered within the specified time periods may be appealed directly to the next step of the grievance procedure. Should the Union violate the time limitations outlined in this Article, said violation shall be deemed a waiver of the grievance. The parties may by mutual consent

extend any such time limit, provided that such extension must be evidenced in writing and signed by both parties.

Section 4. Grievances involving the discharge, suspension or layoff of an employee must be presented in the second step of the grievance procedure within fifteen (15) calendar days from the date of notice of discharge, suspension or layoff.

ARTICLE 14 ARBITRATION

Section 1. If a grievance is submitted to arbitration, the party choosing to arbitrate shall give written notice to the other party. A joint request will be made to the Director of the Federal Mediation and Conciliation Service to submit a list of at least seven (7) names from which the parties shall select the arbitrator. If no arbitrator is found to be satisfactory, either party may reject the entire panel and another panel shall be requested.

Section 2. No more than one grievance may be appealed to an arbitrator in the course of a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance.

Section 3. Each party shall bear its own expenses with respect to preparation of the matter and presentation to an arbitrator and both parties shall bear equally the expense of the arbitrator.

Section 4. The decision of the arbitrator shall be final and binding on both parties and the employees. The arbitrator shall have authority only to interpret the terms and conditions of this Agreement. An arbitrator shall not have jurisdiction or authority to add to, subtract from, modify or change in any way the provisions of this Agreement.

ARTICLE 15 CATEGORIES OF EMPLOYEES

Section 1. For all employees hired after the effective date of this Agreement, the employees' classifications will be as follows:

- a) Full-time employee: An employee who is regularly scheduled to work thirty-four and one-half (34 ½) to thirty-seven and one-half (37 ½) hours per week.
- b) Part-time employee: An employee who is regularly scheduled to work less than thirty-four and one half (34 ½) hours per week, but at least twenty-two and one-half (22 ½) hours per week.
- c) Limited part-time employee: An employee who is regularly scheduled to work at least seven and one-half (7 ½) hours per week, but less than twenty-two and one-half (22 ½) hours per week.

ARTICLE 16
HOURS OF WORK AND WORK SCHEDULES

Section 1. The work week for all employees covered by this Agreement begins at 7:00 a.m. on Sunday each week and ends a 6:59 a.m. the following Sunday. The Employer retains the right to change the pay periods with a fifteen (15) day advance notice to the Union.

Section 2. The Normal work shifts will be:

- a) 7:00 a.m. to 3:00 p.m.
- b) 3:00 p.m. to 11:00 p.m.
- c) 11:00 p.m. to 7:00 a.m.
- d) 7:00 a.m. to 7:00 p.m.
- e) 7:00 p.m. to 7:00 a.m.
- f) 7:00 p.m. to 11:00 p.m.

Section 3. Time off requests shall be submitted using the online request program /app. Work schedules shall be posted at least two (2) weeks in advance of the time the employee is expected to work. Work schedules, once posted may not be changed by the Employer without the knowledge and consent of the affected employee. The employer will maintain the same days-off for full time and part time staff. Once the schedule is posted, if an employee requires a schedule change, it must be approved by the responsible supervisor or his/her designee and the employee must find his/her own non-overtime replacement. The name and signature of the intended replacement must be listed on the written request and submitted to the supervisor for approval at least two (2) business days in advance of the requested time off.

Section 4. The Employer will post a needs list when the schedule is posted.

Section 5. Employees will be scheduled off at least every other weekend.

Section 6. Employees scheduled to work shifts of four (4) hours or more, will receive fifteen (15) minute rest period during each four (4) consecutive hours scheduled.

Section 7. Each employee who works more than a five (5) hour shift will have a thirty (30) minute unpaid break for lunch during his/her shift. Staff luncheon rooms shall be provided to the employees. Employees who miss lunch breaks with approval of their supervisor will be paid.

Section 8. Time worked shall be recorded by the employee on a time clock or any other method chosen by the Employer, provided that a thirty (30) day advanced notice is provided to the Union.

Section 9. Employees are expected and required to report to work as scheduled. An employee who is going to be absent from his/her scheduled shift shall call the supervisor and report said absence. It is understood that such notice shall not be less than two hours prior to a scheduled start time of a day shift, and two (2) hours prior to a scheduled start time of an evening or night shift, unless circumstances exist which prohibit the employee from providing such notice. An employee who fails to report to work or call in to the supervisor to report his/her absence for two (2) consecutive days will be deemed to have resigned his/her position as of the second day of said absence.

Section 10. An employee who is scheduled to work a shift, either on a scheduled basis or through pick up, is required to work the entire shift and may not leave work prior to the end of the shift unless expressly authorized by his/her supervisor to do so.

Section 11. An employee who is absent from work on a scheduled weekend the employee may be required to make up that weekend missed within the next four (4) consecutive weekends, unless the employee is ill and under doctor's care. The employee will provide the Employer with a doctor's note that is dated on or before the day of the call-in or includes a statement that the employee called the doctor on or before the day of the call-in.

Section 12. If a scheduled employee is removed from their weekend commitment in order to schedule an employee for a make up day(s) the scheduled employee will be scheduled those missed hours during the work week or the employee may opt to use benefit time.

Section 13. When extra employees are needed due to absences or other occasional operational needs, the Employer will first call for volunteers using the following procedure when calling employees in such circumstances:

- a) First opportunity will be given to part-time and limited part-time employees who have worked less than 37.5 hours during the week in question and are available to work on a straight time basis involving no overtime pay;
- b) Next opportunity to casual workers on the casual call in list.
- c) Next opportunity to full-time employees who are available to work on a straight time basis involving no overtime pay;
- d) Next opportunity to full-time employees whose work would be paid at overtime premium rates if they accept the call in to work; and
- e) Next opportunity to part-time and limited part-time whose work would be paid at overtime premium if they accept the call in to work
- f) Management personnel may also be assigned.

Extra shifts/hours that become available within 2 hours of the start time of a shift will be offered in seniority order to those LPNs still working in the building and then on a first come first serve basis.

Staff called to work extra shifts or pickup additional hours with short notice (as defined within 24 hours) using the electronic calling system(s) will have 30 minutes to respond prior to the shift being awarded to non-bargaining unit personnel. Shifts will be awarded in seniority order.

Staff called to work extra shifts or pickup additional hours with more than 24 hours' notice using

the electronic calling system(s) will have two hours to respond prior to the shift being awarded to non-bargaining unit personnel. Shifts will be awarded in seniority order.

ARTICLE 17 TWELVE HOUR SHIFTS

Section 1. Twelve-hour shifts are defined as those shifts that are scheduled 12 hours inclusive of one-half (1/2) hour unpaid meal break and three (3) fifteen minute breaks, 7AM – 7PM and 7PM – 7AM shifts.

Section 2. Every effort will be made to avoid scheduling twelve-hour shift employees to work more than two (2) consecutive twelve-hour shifts unless both parties agree.

Section 3. Paid time off will be paid out in 1.5 hour increments. Full week increments will be paid out at 37.5 hours.

Section 4. Twelve-hour shift employees must find their own coverage to switch previously scheduled days.

Section 5. Twelve-hour shift employees will be scheduled to work every other weekend.

ARTICLE 18 SHIFT ROTATION

Section 1. Employees hired to work a specific shift shall not be rotated to other shifts except:

- a) in circumstances and/or scheduling situations which are out of the ordinary or where serious resident care issues exist;
- b) upon the request from an employee and approval by the Director of Nursing or her designee; or
- c) with the mutual agreement of the employee and the Employer.

Section 2. Shift Rotation to an off shift will be done by the least senior qualified employee first and then in inverse order of seniority with qualifications. No employee shall be rotated more than four (4) times per month. Nothing in this provision shall limit the number of times per month which an employee may volunteer for shift rotation, including double shift work.

Section 3. "Shift Rotation" pursuant to this provision shall mean changed shifts on an individual day basis.

**ARTICLE 19
OVERTIME**

Section 1. The Employer will first ask for volunteers as per Article 16, Hours of Work and Work Schedules, Section 15.

Section 2. An employee shall be paid one and one-half (1-1/2) times his/her straight hourly rate for all hours worked in a day after completion of the normal daily schedule of 8 or 12 hours. An employee who works three 12-hour shifts in a work week shall be paid one and one-half times her straight hourly rate for all hours worked in excess of 37.5 hours. All other employees shall be paid overtime after 40 hours worked in a pay period.

Section 3. When an employee volunteers to work a double shift (7.5 or 11.5 hours) they shall receive a meal free of charge.

**ARTICLE 20
CALL-IN PAY**

Section 1. Any full-time employee called to work on his/her scheduled day off shall receive a minimum of four (4) hours work at his/her applicable rate of pay or if four (4) hours work are not available, he/she shall be paid a total of four (4) hours pay at his/her applicable rate.

Section 2. The above requirement shall be waived if an employee requests to work less than four (4) hours.

Section 3. An employee who voluntarily picks up an extra shift on a scheduled day off will not be mandated unless the employee agrees.

**ARTICLE 21
PAY PERIOD**

Employees will be paid every week on the Friday following the end of the previous pay period. Paychecks will be available on the Thursday preceding payday at the end of the shifts set forth in Article 16, Section 2(b) through 2(f) for those employees working that shift. Any change in pay periods or pay methods must be implemented as per Article 16, Hours of Work and Work Schedules.

**ARTICLE 22
WAGES**

Section 1. Employees will only receive a wage increase once per year effective on the first Sunday following the contract anniversary date.

Section 2. The starting wage for LPN's covered by the Agreement shall be \$24.50 per hour. Current LPN's earning less than the starting wage shall be increased to \$24.50 per hour effective first payroll period following ratification retroactive to October 27, 2021. Retroactive wages owed will be paid within 30 days from ratification of this Agreement in a separate check.

The Employer reserves the right to change the starting wage rate for LPNs, once per contract year, during the term of this agreement. If the starting wage rate is increased, any current bargaining unit member earning less than the starting wage rate will be increased to the new starting wage rate. The parties agree that any change to the new hire rate does not require a wage reopener or change to current LPNs wages or compensation.

All LPN as of date of ratification who have eight or more years of seniority will receive a 4% increase to their base rate in the pay period following ratification of the Agreement retroactive to October 27, 2021. Retroactive wages owed will be paid within 30 days from ratification in a separate check.

All LPNs as of date of ratification who have eight or more years of seniority will receive a longevity bonus (\$750 full-time/\$375 part-time) paid in the first payroll period following ratification. Thereafter all LPNs as of date of ratification who have eight or more years of seniority will receive a longevity bonus paid in April 2023 and April 2024 in the first payroll period in April as a separate check

	April, 2023	April, 2024
Full-time	\$750	\$750
Part-time	\$375	\$375

Effective the first pay period after October 27, 2022 employees will receive a 2.5% increase to their base rate. (This increase is not applicable to the start rate).

Effective the first pay period after October 27, 2023 employees will receive a 2.0% increase to their base rate. (This increase is not applicable to the start rate).

Shift differential: Evenings: \$1.50/hour effective first pay period following ratification

Overnights: \$1.50/hour effective first pay period following ratification

Evening and overnight shift differentials will apply to 12 hour employees who work these shifts.

All LPNs as of date of ratification who have eight or more years of seniority will receive a one-time signing bonus paid in the first 30 days following ratification in the amount of \$750.00.

Preceptor Pay:

\$1.00/hour the Employer may select licensed practical nurses to orient or train new employees.

Selection of preceptors is at the discretion of the employer. All training hours must be approved by the Supervisor before payment is due.

Longevity: Employees with ten or more years of service at RCA Servicer at Gasport shall receive an additional \$.10 per hour on the contract date and the subsequent contract anniversary dates.

Pride Bonus: \$.25 per hour.

Section 3. A no frills employee shall receive fifteen (15%) percent more than his/her regular hourly rate of pay in lieu of all benefits including but not limited to shift differential, sick, leave or vacation, health insurance, uniform allowance, holidays and 401(k). A no frills employee is eligible for New York Paid Sick Leave and unpaid paid time off in accordance with unpaid time off policy. An employee shall have the opportunity to become a no frills employee, if a qualifying event occurs or upon annual open enrollment.

Section 4. Effective on ratification an LPN who picks up extra hours when requested to do so by the Employer will be paid the following bonuses: \$20.00 for a four-hour shift and \$35.00 for a full-time shift. This program shall apply to day, evening and weekend shifts. Bonuses will be offered first to those LPN's who do not incur overtime. In order to be eligible for the pickup bonus, employees must have worked all scheduled hours within that work week.

ARTICLE 23 HEALTH INSURANCE & FLEXIBLE BENEFITS

Employees employed by the Employer who have full-time status and are regularly scheduled to work thirty (30) hours per week and have completed their probationary period, are eligible to participate in health insurance offered by the Employer on the following contribution schedules:

1. For employees hired prior to 2-1-22 who have six or more years of seniority, the Employer's contribution rate will be based on 85% of the middle level single rate. The Employer contribution, as set forth herein, may be applied to any level of coverage offered in the Middle Plans. Employees who participate in the insurance plan shall pick up the balance of the premium cost.
2. For employees hired after 2-1-22 For employees who have less than six years of seniority, the Employer's contribution rate will be based on 80% of the middle level single rate. The Employer contribution, as set forth herein, may be applied to any level of coverage offered in the Middle. Employees who participate in the insurance plan shall pick up the balance of the premium cost.
3. For employees who elect coverage in the Low Plan, the Employer will contribute 85% of the cost of the low single plan toward the premium of the plan selected by the employee. Employees will pay the balance for the coverage they elect.

4. In the event the cost of health insurance premiums increase by more than ten (10%) percent in the 2022 and 2023 plan years, the Employer and the Union will meet to discuss options for containing the costs of the premiums. If the parties cannot reach agreement after 30 days, the matter may be referred to arbitration.

It is understood that the Employer will not unilaterally change health insurance plans, level of coverage, or cause the plans to be eliminated or terminated for the duration of this agreement. If the plans, or any provision of the plans, are eliminated by the insurance provider during the course of this agreement the parties agree to meet to negotiate the terms of replacement plans or plan provisions (or provider as applicable) that most closely replace benefit levels of the eliminated plans or plan provisions.

Flexible Spending Accounts

Flexible Spending Accounts allow eligible employees to have money deducted on a pre-tax basis into medical and dependent care spending accounts. The amount withheld may be used to pay for qualified medical and dependent care expenses not covered by other insurance programs. The employer will make available to full and part-time employees, the ability to participate through payroll deduction in accordance with plan requirements.

The contributions and limits are subject to rules or limitations in accordance with the ACA and other applicable law(s).

ARTICLE 24 UNIFORM ALLOWANCE

The Employer will provide a uniform allowance as follows:

Section 1. The Employer shall pay each full-time employee a fifty dollar (\$50.00) uniform allowance twice per year. The payments shall be made in April and October of each year. Part-time employees shall receive a pro-rated allowance based on their hours worked since the last payment.

Section 2. Employees may wear any color or print scrub top and black scrub pants.

ARTICLE 25 HOLIDAY PAY

Section 1. The following days are designated "holidays" and if worked, are paid at one and one-half (1-1/2) times the regular rate:

New Year's Day
Easter Sunday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Birthday

The following day is designated a "holiday" and if worked, is paid at two (2) times the regular rate:

Christmas Day

To be eligible for holiday pay, the employee must work his/her last scheduled day before the holiday and the first scheduled day after the holiday. The only exception to the foregoing sentence will be if an employee is excused by the Director of Nursing or designee.

Section 2. There will be no duplication or pyramiding of Holiday pay. Employees who are scheduled and work a designated holiday may also choose to cash in 7.5 hours of credited personal leave time for straight time pay.

Section 3. A holiday commitment shall be established as follows for the six (6) major holidays:

- a) All affected employees will be required to work at least one (1) holiday in each of the following groups:

Memorial Day	or	Independence Day
Labor Day	or	Thanksgiving Day
Christmas Day	or	New Year's Day

- b) An employee may volunteer to work more than three (3) holidays.
- c) Assignments to work a holiday in each group will be determined by the employee's preference and the previous year's holiday assignment. If staffing is not provided for, the employee who is least senior and had the holiday off the previous year shall be assigned that holiday. * Every effort will be made to post Holidays 4 weeks in advance of each Holiday.

Section 4. The holiday for the 7:00 a.m. to 3:00 p.m., 7:00 a.m. to 7:00 p.m., and the 3.00 p.m. to 11:00 p.m. shifts shall be the actual day of the holiday. The holiday for the 11:00 p.m. to 7 00 a.m. and the 7:00 p.m. to 7:00 a.m. shifts shall be the eve of the holiday.

Section 5. An employee may switch shifts with another employee on a specific holiday by both parties submitting a written request to the Director of Nursing or his/her designee and receiving written approval by same. An employee may switch shifts without affecting his/her holiday commitment for the following year.

ARTICLE 26 VACATIONS

Section 1. Employees accumulate vacation time on a payroll period basis and are credited for that time on his/her anniversary date. For full-time employees, vacation time is accrued as follows:

Full-Time Employees:

1-4 years of service	10 days	At the rate of 1.443 hours/pay period
5-9 years of service	15 days	At the rate of 2.164 hours/pay period
10 years of service	20 days	At the rate of 2.885 hours/pay period.

Part-time and limited part-time employees accumulate vacation on a prorated basis.

Section 2. The vacation year for an eligible employee is the twelve (12) month period beginning on the first anniversary of his/her last date of hire into a union position and successive twelve (12) month periods beginning on each subsequent anniversary of his/her last date of hire into a union position. Vacation hours do not accrue during leaves of absence.

Section 3. Employees are permitted to carry over up to one week of vacation time to the following year, any additional vacation time in excess of the one week is forfeited and is not accumulated from year to year. Where two or more employees request the same vacation period and operations do not permit some of these employees to take their vacation at the requested time, preference will be given to the employee with the most seniority.

Section 4. Vacation checks are distributed in the same manner as regular checks unless an employee makes special arrangements with the Payroll Department. Vacation pay will be given on the pay day immediately preceding the start of employee's vacation if the vacation period is of at least one (1) week duration and the employee submits, a written request to payroll for advance vacation pay at least 14 days before the vacation is to start.

Section 5. All employees eligible for vacation pursuant to this Article shall be permitted to take credited vacation time in increments equal to their regularly scheduled shift.

- a) A listing of hours showing the accumulation of credited vacation time for each employee shall be established and maintained by payroll and an employee may only take those hours of vacation time credited as shown on the list.
- b) No vacation time can be taken prior to the date it is credited.

Section 6. Vacation requests shall be submitted two (2) times each year as follows:

- a) By November 1st of the preceding year for all requests for January 2nd to June 30th.
- b) By April 1st for July 1st to January 1st.
- c) Employees shall take a maximum of two (2) consecutive weeks of vacation. Employees may request to take vacation in excess of two (2) consecutive weeks, but approval for such request rests solely within the discretion of the Employer.

Section 7. Vacation requests shall be submitted in writing to the Director of Nursing and shall indicate all days requested off. The Director of Nursing or her designee will reply to said requests either indicating

approval or denial not later than three (3) weeks after the November 1st or April 1st deadlines. Failure of the manager to reply within three (3) weeks indicates approval of the request. Vacation requests shall not be unreasonably denied. Approved vacations will not be changed by management without the agreement of the effected employee.

ARTICLE 27 PERSONAL DAYS

Section 1. At completion of the introductory period, regular full-time and regular part-time employees will begin to accrue paid personal days.

Section 2. Regular full-time employees with less than six years of seniority shall accumulate personal leave time at a rate equal to 1.443 hours per week worked including all hours which are paid time off up to a maximum of ten (10) personal leave days per year. Regular full time employees with six or more years of seniority shall accumulate personal leave time at a rate equal to 1.731 hours per week worked including all hours which are paid time off up to a maximum of twelve (12) personal leave days per year. Regular part-time employees shall accumulate personal leave time at a rate equal to:

- a) 1.153 hours per week worked (4 days);
- b) .865 hours per week worked (3 days);
- c) .576 hours per week worked (2 days);
- d) .288 hours per week worked (1 day).

This time must be requested and approved in advance by the Director of Nursing or his/her designee and as outlined in Article 16, Hours of Work and Work Schedules.

Section 3. Employees may utilize up to four (4) of their earned paid personal leave days as an emergency personal day, only 2 days used in the manner will still count as an absence occurrence where applicable. To utilize such days, employees shall provide two (2) hours' notice to the Employer prior to the start of their shift and a paid personal day will automatically be deducted from the employee's credited personal account bank.

Section 4. The maximum amount of personal leave time that can be accumulated is 90 hours. Personal leave days are credited and to be used in increments of 7.5 hours or 11.5 hours for employees regularly scheduled to work twelve hour shifts.

ARTICLE 28 SICK LEAVE

Section 1. Each full-time employee shall accumulate sick leave credits based upon paid hours at the rate of 1.443 hours per week. The employee will be credited with the accumulated sick leave after the completion of the probationary period. All part-time employees shall accumulate sick leave at a rate equal to:

- a) 1.153 hours per week at thirty (30) paid hours per week;
- b) .65 hours per week at twenty-two and one-half (22½) paid hours per week.

Section 2. A full-time or part-time employee must take available sick leave when he/she is sick. In the event he/she also receives disability benefits, the employee shall be paid the difference between disability benefits and his/her normal earning each week. A full-time or part-time employee may accumulate a maximum of thirty (30) sick leave days. Sick days will be taken in increments equal to their regularly scheduled shift.

Section 3. Sick leave with pay shall be granted up to 56 hours (without penalty per NYS Sick Leave). Hours taken above that threshold may be taken only to the extent of an employee's accumulated unused sick leave credits. A statement signed by a physician or other proof acceptable to the Administrator must be submitted to the Administrator upon return to work after three (3) consecutive sick days in order to receive sick leave.

Section 4. An employee who works the day shift must call in a minimum of two (2) hours prior to the start of their shift.

An employee who works the evening or night shift must call in a minimum of two (2) hours prior to the start of their shift.

Any employee who fails to call in within the appropriate time frame will not receive pay unless it is beyond the employees control and employee provides written justification.

ARTICLE 29 401(k) RETIREMENT SAVING PLAN

The Employer will provide to all eligible employees, a 401(k) retirement savings plan.

Effective January 1, 2022, the Employer shall match employee contributions, dollar for dollar, up to the first twenty-five (\$25.00) dollars per week contributed by the employee and will match \$ 0.50 for every \$ 1.00 of additional contributions made by employees up to fifty (\$50.00) dollars per week.

Example 1: Employee contributes twenty-five (\$25.00)dollars in a week.

Employer matches \$25.00

Employee contributes an additional fifty (\$50.00)dollars per week.

Employer matches \$25.00

Example 2: Employee contributes twenty-five (\$25.00)dollars per week.

Employer matches \$25.00.

Employee contributes an additional \$20.00 per week

Employer matches \$10.00

Example 3: Employee contributes twenty-five (\$25.00)dollars per week.

Employer matches \$25.00

Employee contributes an additional \$70.00 per week

Employer matches \$25.00

Eligibility

- Must be 21 years of age
- Must have one year of service and have worked 1,000 hours in that year
- Enrollment opportunities are January 1 and July 1 of each year

The vesting schedule is:

0%	-	1 year
20%	-	2 years
50%	-	3 years
75%	-	4 years
100%	-	5 years

Employee vesting percentage will be based on the entry date into the 401(k) plan.

Employee contributions are always vested and can be withdrawn upon termination. If you terminate prior to completing 5 years of service, the Employer contribution, if any that you can take with you is based on the above vesting schedule.

ARTICLE 30 LEAVES OF ABSENCE

Section 1. For compelling personal business not covered by any other provision of this Agreement, a leave of absence without pay may be granted to an employee with at least eighteen (18) months continuous service with the Employer. Leave of absence maybe granted up to thirty (30) days in duration and maybe extended in increments of up to thirty (30) days to a maximum of four (4) months. Leaves of absence or extensions will not be unreasonably denied.

Section 2. Regular full and part-time employees who have completed the Introductory Period and those employees who wish to continue on leave upon expiration of Family and Medical Leave may have a Medical Leave of Absence initiated. Medical leaves are available to employees who are unable to fulfill the responsibilities of their positions due to medical conditions.

To qualify for a medical leave, the employee must present a physician's statement verifying disability and the expected date of return to full duty. The initial medical leave may be for a maximum of one (1) month and may be extended in increments of up to one (1) month, to a maximum of six (6) months. Extension of leave requires physician verification of continued disability and inability to return to work. Failure to request an extension will result in termination of employment upon expiration of the initial period of leave.

Section 3. An employee's application for a leave of absence must be made in writing to the Administrator (or his/her designee) at least thirty (30) days in advance of the leave. The decision to grant the leave of absence, as well as the decision to waive the thirty (30) day notice requirement in the case of emergencies, shall be made by the Employer on an individual basis and will take into account the needs of the Employer, the employee's length of service and the individual facts-of the case. An application for a leave of absence must state the beginning and ending dates of the leave.

Section 4. The employee on leave of absence may continue to participate in medical, dental and life insurance or other benefit plans by paying the total premiums due and adhering to plan requirements. The administrator/designee will advise the employee of the cost for continuing each benefit plan.

Section 5. Before an employee is granted unpaid leave, all credited paid time off benefits qualifying for use, such as sick leave, vacation, and personal time must be used.

Section 6. Family and medical leaves of absence are available in accordance with federal and state legislation.

Section 7. The Employer will grant unpaid educational leave of not more than one (1) year to an employee who has more than one (1) year continuous service, provided the studies taken are in a health-related field that will be of benefit to the Employer. The length of such a leave may be extended by mutual consent of the parties for up to one (1) additional year. To be eligible for educational leave an employee must submit proof of enrollment in the health-related courses at an educational institution and continuance of the leave will be conditioned upon continued attendance.

Section 8. Provided the employee returns to work upon the expiration of a leave, the granting of said leave will protect the employee's hire date for all purposes for which hire date is used except that time spent on such leave shall not count as time worked for computing vacation pay or any other benefits provided by this Agreement, except where required for military leave.

Section 9. The Employer will hold the position held by the employee from the time his/her approved leave of absence is taken. Employees who are on disability leave or workers compensation leave shall have their position held for a period of twenty-six (26) weeks. In the event that a layoff has occurred during the period of leave, if the employee on leave is affected by the layoff, return will be governed by Article 35, Seniority, Layoff and Recall of this Agreement.

**ARTICLE 31
BEREAVEMENT LEAVE**

Section 1. When a regular full-time employee's father, mother, brother, sister, spouse, domestic partner, child or grandchild dies, he/she will be granted a maximum of three (3) consecutive days leave (one of which must be the day of the funeral or memorial service, with pay, from the date of death if he/she is absent on days scheduled to work.

Section 2. A regular part-time employee will receive two (2) consecutive days leave (one of which must be the day of the funeral or memorial service, with pay, pursuant to the terms described in the preceding sentence.

Section 3. When a full-time employee's grandparent or an employee's mother-in-law, father-in-law, daughter-in-law or son-in-law dies, such employee shall get a maximum of two (2) days off with pay if scheduled to work, for the purpose of attending the funeral of such grandparent, mother-in-law, father-in-law, daughter-in-law or son-in-law. When a grandparent of an employee's spouse dies, or a brother-in-law or sister-in-law dies such employee shall have one (1) day off, with pay if scheduled to work, for the purpose of attending such grandparent in-law's funeral. When a regular full-time employee's step parents, step child, step brother, step sister, or legal guardian dies, such employee shall have one (1) day off, with pay if scheduled to work, for the purpose of attending such relative's funeral.

Section 4. The employee must give oral notice to the Director of Nursing or her designee as soon as practicable when the need for funeral leave arises and in addition, must have completed his/her probationary period in order to qualify for any payment for lost time.

Section 5. Upon approval of the employer, employees may be able to have additional days off from work following a death in the family as described pursuant to this provision by utilizing credited vacation and/or personal leave time provided pursuant to this Agreement. If the employee has no credited time, then with the approval of the Administrator, he/she can take an excused absence without pay. Proof of legal relationship and death may be required.

**ARTICLE 32
JURY DUTY**

Section 1. In the event an employee is required to serve on jury duty, the employee will be granted time off from work. The employer shall pay the employee the difference between his/her Jury duty pay and his/her straight time pay for a period not to exceed three (3) weeks for regular jury duty and four (4) weeks for serving on a Grand Jury, in any calendar year.

Section 2. To be eligible to receive payment pursuant to this Article, employees must notify the Director of Nursing or his/her designee upon receipt of the jury duty notice. Employees will cooperate with the employer in seeking exemption or rescheduling of jury duty whenever deemed necessary by the Employer.

Section 3. All employees must report for work during his/her regularly scheduled hours on any day that he/she is not required to report for jury service.

Section 4. Full days spent on jury duty and/or days on which the employee reports to work in accordance with Section 3 of this Article shall be considered as meeting the employee's regular schedule of hours.

ARTICLE 33 MILITARY LEAVE

A military leave without pay will be granted employees in the Reserves or National Guard as necessary for annual training and other periods of required training and active duty.

An employee entering the armed forces will be granted unpaid military leave for the length of military service in accordance with provisions of the Uniformed Services Employment and Re-Employment Rights Acts.

A copy of the military orders must be provided for Military Leaves. Furthermore, proof of actual performance of duty for the periods of military service may be required.

Employees, other than temporary employees, are eligible for military leave upon day of hire.

Employees may elect to use vacation time immediately prior to or during this leave; however, are not required to do so.

Employee benefits will be maintained or canceled in accordance with current Federal statutes for long or short periods of military duty.

Employees released from active duty will be reinstated in accordance with provisions of the Uniformed Services Employment and Re-Employment Rights Acts.

ARTICLE 34 TERMINATION OF EMPLOYMENT

Employees shall give two (2) weeks' notice of resignation in writing to the Employer. Upon termination of employment, an employee will be paid for credited but unused vacation and personal days only if the employee has provided the required two (2) weeks' notice of resignation and worked all scheduled days during the notice period.

If the employee has previously requested and been granted personal days or vacation days during their final two (2) weeks, this will be considered "scheduled days off."

ARTICLE 35 REINSTATEMENT

An employee who was employed by the Employer for an uninterrupted period of at least twelve (12) months, whose employment with the Employer terminates for reasons other than those constituting just cause and is rehired under the following schedule shall receive their original date of hire, adjusted for the period of separation from employment, for the purpose of calculating compensation at the applicable step and entitlement to all benefits in this Agreement.

An employee who has worked over one (1) year but less than five (5) years may be reinstated under these terms for a period of thirty (30) days after their separation.

An employee, who has worked over five (5) years, but less than ten (10) years, may be reinstated under these terms for a period of sixty (60) days after their separation.

An employee who works more than ten (10) years may be reinstated under these terms for a period of ninety (90) days after their separation. The Employer reserves the exclusive right to determine if the employee is eligible for rehire.

An employee who has worked over one (1) year and whose employment is separated due to the transfer of employee's spouse's job, may be reinstated under their terms for a period of ninety (90) days after their separation, provided the employee provides documentation confirming said transfer.

ARTICLE 36 SENIORITY, LAY-OFF AND RECALL

Section 1. Definition. "Seniority" shall mean the length of unbroken service of an employee covered by this Agreement beginning with his/her most recent date of hire by the Employer in any job classification and continuing to and including the date the employee loses seniority pursuant to this Article.

Section 2. Loss of Seniority. Seniority is lost and an employee is considered terminated when he/she:

- a) resigns or quits;
- b) is discharged for cause;
- c) retires;
- d) is absent from work for two (2) consecutive work days without having contacted the Employer;
- e) has failed to return to work on the expiration of a leave of absence;
- f) is on lay-off and (1) fails to report to work within fourteen (14) calendar days after the date that notice of recall has been sent to him/her by Certified Mail at his/her latest address appearing on the Employer's records, or (2) notifies the Employer that he/she

refuses to return to work, if such notice is given within the above fourteen (14) calendar days;

- g) has been on lay-off for six (6) consecutive months;
- h) has engaged in gainful employment while on leave of absence without prior written approval of the Employer;
- i) has failed to return to work on the expiration of New York State Disability or Workers' Compensation.

Section 3. Seniority List. The Employer shall maintain an up-to-date seniority list for all bargaining unit employees. Within forty-eight (48) hours after receipt of a written request from the Union, the Company will make an up-to-date seniority list available to the Union.

Section 4. Lay-Offs and Eliminations of Positions. In the event it is necessary to lay-off employees covered by this Agreement or to eliminate a filled position covered by this Agreement, such lay-off or elimination will be done as follows:

- a) All probationary, temporary and casual employees in the shift and category of employment in which a lay-off is to occur will be terminated prior to any regular employee in that shift and category of employment being subject to lay-off;
- b) By subjecting to lay-off the least senior qualified employee or employees in the category of employment (regular full-time, regular part-time) and shift,
- c) The laid-off employee may bump the least senior qualified employee on another shift in the category employment or take a lay-off.

Section 5. Payment of Vacation/Personal Days. All accrued, unused benefit time (up to maximum accumulations allowed pursuant to this Agreement) will be paid to an employee at the time of lay-off.

Section 6. Notice of Lay-Off. The Employer will provide a minimum of two (2) weeks' notice of lay-off.

Section 7. Recall from Lay-Off. Employees will be recalled from lay-off in order of seniority to any open job within the bargaining unit, provided they are qualified. Recalls from lay-off will be by Certified mail to the employee's last known address, and will give the employee a minimum of fourteen (14) calendar days to report for work from the date such notification is received.

Section 8. Insurance Continuation. Employees on lay-off will be permitted to continue, at their own expense, participation with the Employer's health insurance plan, group life insurance and any other group insurance plans until such time, if at all, that the lay-off is considered a termination pursuant to Section 2 above unless otherwise provided by law. Plan premiums must be received by the employer no later than the last business day closest to the 25th day of the month for the next month's coverage.

Section 9. Any employee promoted to a supervisory or management position and returns within ninety (90) days may do so without loss of seniority. Any employee who returns after ninety (90) days will receive their original date of hire for non – competitive purposes only.

ARTICLE 37
FILLING OF VACANCIES, JOB BIDDING AND TRANSFERS

Section 1. Definitions. For the purposes of this Article the following definitions apply:

- a) “Temporary Opening” means a vacancy in a bargaining unit position on a particular shift which is expected to exist for more than one (1) day but not to exceed ninety (90) consecutive calendar days’ created by the temporary absence of an employee or by a short-term need for additional personnel.
- b) “Bargaining Unit Position” means regular full-time or regular part-time Licensed Practical Nurse.
- c) “Transfer” means a change in a bargaining unit position from regular full-time to regular part-time or vice versa or a change in shifts within the bargaining unit.
- d) “Vacancy” means an available bargaining unit position, either newly created or resulting from a loss of personnel.
- e) “Shift” means one of the six (6) regular shifts, as defined in Article 16, Hours of Work and Work Schedules and Article 17, Twelve Hour Shifts.

Section 2. Procedure. Job bidding and the filling of vacancies and transfers within the bargaining unit will be made as follows:

- a) When a temporary opening in a bargaining unit position occurs which the Employer reasonably expects will be for a period of less than thirty (30) days, the additional hours will be offered to regular part-time employees in order of seniority.
- b) When a temporary opening in a bargaining unit position occurs which the Employer reasonably expects will last for a period of thirty (30) calendar days or more, the Employer will post the opening in prominent place for five (5) calendar days, Thursday through Monday (from the date that the Employer reasonably determines the opening will be for thirty (30) or more calendar days) and will attempt to fill the opening by assigning additional hours to the most senior qualified employee bidding.
- c) When a vacancy in the bargaining unit occurs, the position will be posted in a prominent place for five (5) calendar days, Thursday through Monday. Duties of the position shall be as defined in the job description.

- d) An employee desiring a transfer to a posted position must apply in writing to the Director of Nursing prior to the expiration of the posting period.
- e) In all instances, the Administrator, the Director of Nursing or a designee will interview all bargaining applicants for the vacancy and make a decision within seven (7) calendar days of the end of the posting period.
- f) The effective transfer date will be determined by the releasing manager and will not be delayed more than eight (8) weeks (fifty-six (56) calendar days).

Section 3. Seniority. Where two or more employees bid on a vacancy/temporary opening and where qualifications are equal the employee with the greatest seniority will be selected for the job.

For the purpose of this Article, seniority shall be defined as the length of uninterrupted service in the bargaining unit from the last date of entry into the unit.

Section 4. Shift Assignment During Training. An employee who is specifically hired for a particular shift may be assigned to any shift for training during his/her orientation period.

Section 5. Filing of Former Temporary Positions. If the Employer desires to fill a vacancy that had previously been filled by a temporary employee, the position shall be posted and filled through the process outlined in this Article.

ARTICLE 38 REIMBURSEMENT FOR TRAVEL EXPENSES

Section 1. Employees will be fully reimbursed for the following expenses incurred in the performance of the Employer' business when a personal automobile is used and such use is approved in advance by the Administrator or his/her designee.

- a) Mileage will be reimbursed per Federal guidelines.
- b) Tolls and parking.

Section 2. Reimbursement pursuant to this Article shall be made to an employee only upon submission by the employee of, completed Expense Report Form provided by the Employer, inclusive of all receipts.

ARTICLE 39 CONTINUING EDUCATION

Section 1. Since continuing education is crucial to the health care profession, employees will be required to up-date their education by attending facility in-service programs inclusive of those mandated by Federal and State law. Employees unable to complete required mandatory inservices and education

during their regularly scheduled shift due to workload and clinical/ patient care responsibilities will be allowed to voluntarily schedule time in addition to their normal work schedule to complete the required education, with the approval of the DON or ADON. It is understood they will be paid at their base rate in accordance with this agreement and receive overtime as applicable.

Section 2. Employees shall be granted time off with pay and shall be compensated for registration fees for the purpose of attending continuing education programs offered outside of the facility which are approved in writing by the Director of Nursing and the Administrator.

ARTICLE 40 HEALTH EXAMINATIONS

Section 1. All employees will be required to have and pass an annual physical assessment in the month prior to each employee's anniversary date and meet all other screenings, as required by law.

Section 2. The physical assessment will be completed by the employee and reviewed by the R.N. and/or Medical Director.

Section 3. If an employee fails to meet the requirements, the employee will not be permitted to work until he/she receives approved health assessment, as required by law. During any such time that an employee is not permitted to work pursuant to this Paragraph, the employee's absence will be unpaid and no benefits shall accrue.

Section 4. Any injury or illness sustained in the course of employment should be reported to the immediate supervisor immediately or as soon as such injury or illness becomes apparent. The Employer will file such forms as required by law and the employee shall cooperate in completing such forms.

* Employees will be referred to the PPO Network for treatment during the initial 30 days following their injury to the extent warranted. An employee can opt out of PPO network after 30 days from the date of the first in network treatment. To the extent an employee elects to opt out of the PPO network after 30 days the parties agree that the PPO provider is not the prima facie doctor. Thereafter, the employee may seek treatment from his/ her own physician.

ARTICLE 41 EMPLOYEE ASSISTANCE PROGRAM

Section 1. In recognition that the health and well-being of its employees and residents is essential to the efficient operation of RCA Servicer at Gasport and the mutual goal of maintaining a drug-free and alcohol-free workplace, the parties agree that:

- a) The use of drugs and/or alcohol on the Employer's premises by employees reporting to work and/or working under the influence of illegal drugs/or alcohol is strictly prohibited.
- b) No employee will be tested for illegal drugs and/or alcohol use at any time unless the Employer has just cause.

It is not the Employers intention to restrict employees of the legal right to file Workers' Compensation claims for fear of loss of employment

Section 2. "Just cause" pursuant to this provision shall be defined as unusual behavior or appearance of an individual employee which:

- a) Is observed on duty by a supervisor or manager employee and confirmed by another eye witness, and
- b) Is the type of appearance or behavior recognized and accepted as a symptom of use of a drug or alcohol; and
- c) Is not reasonably explained as resulting from causes other than use of a drug or alcohol

Section 3.

- a. If the Director of Nursing, or in his/her absence the RN Supervisor, determines that an Employee is impaired and unfit for duty based upon observation of the Employee's behavior or conduct, the Employee will be relieved of work responsibility and placed on unpaid suspension, pending completion of urinalysis/blood testing. Employee will be paid for regularly scheduled lost time associated with a negative test.
- b. When an Employee is involved in an incident with a resident which requires professional intervention, urinalysis/blood testing of the Employee involved may be directed.
- c. After completion of the urinalysis/blood testing, the Employee must meet with the Employer's designee and, at the option of the Employee, with the Union Steward, at which time the Employer will decide in case of a positive test whether to:
 - (i) Terminate the employment of the Employee (either because of the seriousness of the circumstances or because it is a repeat offense); or
 - (ii) Refer the Employee to an Employee Assistance Program ("EAP") paid for by the Employer, in which event the Employer will not discipline the Employee for the incident that led to the referral, except for the unpaid suspension between the time of the incident and the date on which the Employee completes the appointment with the EAP (at which point the Employee may be placed on sick leave status). In the event of a referral, the Employee will be required to sign a release of information, which will allow the Employer to verify attendance, the nature of the EAP's recommendations and the Employee's follow through with those recommendations. The Employee's return to work will be contingent on the Employee's full compliance with the treatment recommendations and performance parameters during the treatment period. If the Employee does not comply with the treatment recommendations and performance parameters, employment will be terminated and the matter will not be subject to the grievance procedure. If the Employee refuses the offer of a referral, the Employer will impose whatever discipline it deems

appropriate under the circumstances, subject to the grievance procedure.

- d. An Employee who refuses urinalysis/drug testing will in the circumstances described in (a) and (b) above, be subject to immediate discharge.

Section 4. Refusal of an employee to submit to a drug and/or alcohol test when there is just cause will result in termination of employment.

Section 5. An employee, who tests positive in violation of the policy dated June 25, 2003, as amended herein, will not be discharged but will be subject to the following:

- a) The Employer will provide to the employee referrals for in-patient and/or out-patient services;
- b) The employee will be suspended, without pay for a minimum of thirty days, pending release to work by employee's physician or under the direction of Professional Assistance Program ("PAP") or any other accredited program. The employee will have to test negative before returning to work.
- c) Upon return to work, the employee and agents of the Union and Employer will sign the attached return to work agreement.

RETURN TO WORK AGREEMENT

The result of the drug/alcohol test you took on _____, were positive. As you are aware, this is a violation of the negotiated drug and alcohol policy of the collective bargaining agreement.

You have been provided referrals for in-patient and/or out-patient services, and you are suspended for a minimum of thirty days, pending release of work by your physician or under the direction of Professional Assistance Program ("PAP"), or any other accredited program.

You have been given an opportunity to correct your problem. If the Employer conducts a proper drug test and/or alcohol test in accordance with the collective bargaining agreement, and you test positive for drugs and/or alcohol within the next two years or you test positive on random testing, not to be conducted more than four (4) times during this two year period, you will be terminated.

You have read and understand the above terms of this agreement.

Date: _____

Employee

Date: _____

Union Representative

Date: _____

Employer Representative

**ARTICLE 42
HEALTH AND SAFETY**

Section 1. The Employer will observe all applicable health and safety laws and shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment. Protective devices, equipment and procedures necessary to protect employees from injury and illness shall be provided by the Employer. Employees are required to make continuous use of such devices, equipment and procedures furnished for their protection.

Section 2. A quarterly Health and Safety Committee will be convened to allow a representative from each department to attend and participate in the development of safe work practices.

* Nursing can have an LPN and CNA on the committee.

**ARTICLE 43
BULLETIN BOARD**

The Employer will provide one (1) bulletin board to be used by the Union in posting notices. Said notices will be limited to the following: notices of Union meetings, announcements of Union elections, changes of Union officers, and announcement of Union-sponsored social functions. A copy of the posting shall be provided to the Administrator prior to the posting.

**ARTICLE 44
LOCKERS**

Lockers with keys will be provided to all employees covered by this Agreement. The key must be returned at the time employment is terminated. Lockers provided pursuant to this provision are subject to inspection by the Employer at any time.

**ARTICLE 45
PARKING**

The Employer shall provide parking immediately adjacent to the facility without cost to the employee.

**ARTICLE 46
BARGAINING UNIT WORK**

Personnel outside the bargaining unit will not be assigned work regularly and customarily performed by bargaining unit employees except in the following circumstances:

- a) to cover emergencies, which shall be defined as situations which arise and which are out of the control of the Employer;

- b) to Instruct and supervise employees;
- c) where determined by the Employer to meet staffing requirements;
- d) to cover absences and/or vacancies which are in the process of being filled, where bargaining unit employees are not readily available to perform the required work; or
- e) where determined by the Employer to respond to essential resident care needs.

**ARTICLE 47
CONTRACTING OUT WORK**

The Employer will not use agency personnel, absent emergency circumstances (defined as situations which arise and which are out of the control of the Employer and/or situations which the Employer determines respond to serious resident care needs). if such use would result in the lay-off of bargaining unit employees, a reduction of employees from full-time to part-time status or reduction in an employee's regularly scheduled hours of work.

**ARTICLE 48
MANAGEMENT RIGHTS**

Section 1. The Employer reserves and retains solely and exclusively all of its inherent rights to manage the facility, as such rights existed prior to the execution of this Agreement, subject only to the express limitations of this Agreement. It is recognized and agreed that the management of the facility, the control of the premises and the direction of the working force is vested solely and exclusively in the Employer.

Section 2. The sole and exclusive rights of the Facility include, but are not limited to:

- a) its right to establish, continue, change or abolish any and/or all of the facility's policies, practices, rules regulations and procedures;
- b) to determine the number, location, hours and types of its operation;
- c) to determine the quality and quantity of the work to be performed;
- d) to determine the residents to be served;
- e) to establish or discontinue processes or operations or to discontinue their performance by employees of the facility;
- f) to determine whether and to what extent the required work shall be performed by employees covered by this Agreement;
- g) to determine the number, classifications and duties of employees;

- h) to determine the necessity for filling vacancies and creating new jobs;
- i) to determine the methods, processes, equipment and materials to be used in the facility operations;
- j) to judge the efficiency, competency and qualifications of employees;
- k) to establish and maintain a job evaluation program;
- l) to establish and change work schedules and work assignments;
- m) to select, hire, assign, supervise, train, direct, transfer, demote and promote employees;
- n) to lay off, terminate and otherwise to relieve employees from duty for lack of work or other reasons;
- o) to abolish any job or classification;
- p) to assign supervisory personnel and/or any other non-bargaining unit personnel to perform any work or duty performed by members of the bargaining unit;
- q) to use independent contractors to perform work or services;
- r) to subcontract, contract out, close down or relocate the employer's operations or any part thereof;
- s) to utilize employees wherever necessary in cases of need or in the interest of resident care;
- t) to establish and change and to enforce rules for the conduct of employees;
- u) to discipline and discharge employees for just cause;
- v) to take any other such measures as may be determined by the facility to be desirable for the successful, proper, orderly and economical operation of the facility.

Section 3. The Employer's failure to exercise any right hereby reserved to it, or the exercising of any right in a particular way, shall not be a waiver of any such right or preclude the Employer from exercising such right in some other way.

Section 4. Management rights shall be retained except to the extent that those rights, powers and authority are specifically abridged or modified by the express provisions of this Agreement.

**ARTICLE 49
NO STRIKE - NO LOCKOUT**

Section 1. It is expressly agreed that during the term of this Agreement that neither the Union, their officers, agents nor members shall encourage, authorize, or condone any strike, walkout, sickout, slowdown, or refusal to cross a picket line or other work stoppage for any cause. Nor shall the Union or their officers, agents or members engage in any form of economic pressure through correspondence directed at residents or residents' families. The parties specifically intend to include sympathy strike and/or the honoring of picket lines in the above reference to "any strike."

Section 2. In the event of an unauthorized slowdown or work stoppage, the Union agrees to make reasonable efforts to assist the company in its attempts to continue without interrupting the operations of its properties and its facilities and to send written statement addressed to the employees (with copies sent simultaneously to the employer) and signed, respectively, by the International President and the Local President. The statements will declare the strike to be unauthorized and will direct the employees to return to work.

Section 3. An employee who violates Section 1 may be subjected to immediate discipline, up to and including discharge. In the event that an employee is discharged, or otherwise disciplined, for engaging in conduct proscribed in Section 1, the only issue subject to review through the Grievance and Arbitration provision of this Agreement shall be whether the employee was a participant in the unauthorized conduct and/or whether discipline has been discriminatorily imposed.

Section 4. During the term of this Agreement, there shall be no Lockouts by the Employer.

**ARTICLE 50
SUCCESSORSHIP**

The Employer agrees not to sell its business or any portion of its business location to a purchaser who would provide health care services without expressly providing in the contract of sale that the purchaser shall be bound to all of the contract rights of the employees under this collective bargaining agreement.

**ARTICLE 51
CHANGE OF LAW**

If there is a change in a Federal or State law, rule or regulation that conflicts with a provision of this Agreement; or in the event a court of competent jurisdiction finds that a Federal or State law, rule, or regulation, or Executive order conflicts with the provisions of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect and the parties will meet to negotiate regarding that portion of the Agreement which has been held invalid.

**ARTICLE 52
PAF DEDUCTIONS**

Section 1. The Employer agrees that, upon receipt of an individual written request in a form approved by the Employer and signed by an employee covered by this Agreement, the Employer will deduct fifty-two (52) times per year from such employee's wages the amount indicated by the employee on the PAF deduction form, and forward the full amount thus deducted to the appropriate union's committee on political education. The request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate Employer representative.

Section 2. The Employer assumes no responsibility either to the employee or the Union for any failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. The Union further agrees to hold the Employer harmless for any and all claims arising out of claims under this Article.

**ARTICLE 53
SECURITY TECHNOLOGY**

The Employer and Union Agree to the following:

1. The Employer will not install new surveillance cameras and devices after the ratification date of this Agreement solely and exclusively to monitor employee action for disciplinary purposes. If the Employer has utilized evidence from a surveillance system to support or justify a disciplinary action, the Employer will provide a copy of the surveillance evidence to the Union at the commencement of the grievance process.
2. The Union has been provided with the location of all existing surveillance cameras and devices during negotiations which lead to this agreement. The Employer agrees to provide the Union with notification prior to any camera relocation or addition.
3. The Employer will not install surveillance cameras in any restroom, break/lunch areas or locker rooms.

**ARTICLE 54
LABOR MANAGEMENT MEETINGS**

- A. Within ten (10) workdays of a written request from either party, but not more than quarterly, the parties may agree to meet to discuss employee problems and concerns related to issues not covered by the terms of this Agreement. The party requesting the meeting shall submit a written agenda one (1) week in advance of the meeting. The Union steward and one (1) additional LPN may attend, as long as the care of the residents is not compromised. Only employees and management may participate and statements made in these meetings may not be used in grievance proceedings. The purpose of these meetings is to assure that issues are presented to the Employer and to foster

communication, input and problem solving, and these meetings are not a substitute for the grievance procedure.

- B. The presence of up to two (2) representatives/guests may be permitted to attend with the advance mutual consent of the parties, which shall not be unreasonably denied.
- C. Provided overtime does not result, and with the approval of the Employer that will not be unreasonably denied, employees may switch days off with other qualified employees within the same job classification to facilitate attendance at a labor management meeting. Once a switch has been approved by the nursing home, the schedule will be changed to reflect the trade.
- D. The labor management meetings described in A above, will include as part of the agenda:
 - (1) health and safety, and (2) patient care, as described below.
 - 1. The parties shall identify health and safety hazards and preventative measures. Additionally, the parties will monitor all ongoing health and safety programs to assure their effectiveness in preventing hazardous working conditions. The parties shall review as appropriate non-confidential information on work-related injuries and illnesses. The parties are encouraged and expected to make recommendations to management to correct health and safety hazards.
 - 2. The parties will evaluate, discuss and work towards assuring the quality of patient care at the Facility. The parties are encouraged to make recommendations to correct or improve the delivery of patient care at the Facility with the understanding that the Employer shall have the right to accept or reject recommendations of the committee.
 - 3. Notwithstanding any provision in paragraphs D(1) and (2) above, the Union reserves the right to file a grievance over employee health and safety issues discussed in labor management meeting if they have not been addressed in a timely manner.

ARTICLE 55 FAMILY & MEDICAL LEAVE

In accordance with the Family and Medical Leave Act (FMLA), eligible employees will be granted up to 12 weeks of unpaid leave in any 12-month period. The employer will measure the 12-month period as a rolling 12-month period measured backward from the date an employee request or has a potentially qualifying event. Each time an employee takes leave; the Employer will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the allotment of available leave.

If a husband and wife both work for the Employer, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent-in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Employer and each wishes to take leave

to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

FMLA leaves will run concurrently with state disability or Workers' Compensation.

In the event the leave is foreseeable, thirty (30) days advance notice, or as much advance notice under the circumstances, must be provided. When leave is not foreseeable, you must advise us of your need for leave within three (3) days of when you will require leave, except in the case of an emergency.

Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- The employee must have worked for the Employer for 12 months; and
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. Paid benefit time (e.g. vacation, sick, personal) is counted in determining the 1,250 FMLA eligibility test for an employee. Unpaid time is not.

Type of Leave Covered

To qualify as FMLA leave under this policy, an employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for the newly placed child.
- For an employee's serious health condition or to care for an immediate family member (spouse, child, or parent — but not a parent "in-law") with a serious health condition; Parent means a biological, adoptive, step or foster father or mother. This term does not include parents-in-law. Son or daughter (or child) means a biological, adopted, or foster child, stepchild, legal ward who is either under age 18 or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.
- An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. Reasons related to the call-up or service, including helping the family member prepare for the departure or caring for children of the service member. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period. Employees requesting this type of service member FMLA leave must provide proof of the qualifying family member's call-up or active military service, such as a copy of the military orders or other official Armed Forces communication.
- To care for an injured or ill service member. This leave may extend to up to 26 weeks in a 12 month period for an employee whose spouse, son, daughter, parent or next-of-kin is

injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating. Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on temporary disability retired list. An employee requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. Employees requesting this type of service member FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

Employee Status and Benefits During Leave

While an employee is on Family and Medical leave, the Employer will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work for up to twelve weeks of leave. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment. The payment must be received by the Employer's Human Resources department by the 25th day of the month preceding the month for which coverage is sought.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Employer will require the employee to reimburse the Employer the amount it paid for the employee's health insurance premium during the leave period.

Intermittent Leave

A leave of absence pursuant to this policy may be taken by an employee on an intermittent (rather than an uninterrupted) basis or on a reduced schedule if medically necessary as a result of an employee's serious health condition or that of his or her spouse, child or parent. However, a leave of absence pursuant to this policy may not be taken on an intermittent or reduced schedule basis when the reason for the leave is the birth of a child or the placement of a child for adoption or foster care.

Coordination with PFL:

- PFL and FMLA run concurrently, NOT one after the other to the extent you meet the eligibility requirements for each.
- If your leave is eligible for PFL and you decline to apply for PFL and your leave is also covered by FMLA, your leave will be counted against your PFL entitlement in a 52 week period. Additionally, your benefit banks (vacation, sick, and/or personal) will be charged in accordance with the provisions of the Employer's FMLA policy.

Employee Status after Leave

An employee who takes leave under Family Medical Leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms, subject to benefit changes made across the board by the Employer.

Use of Paid and Unpaid Leave

An employee may elect to use available vacation, sick and/or personal concurrent with his/her FMLA leave. Vacation, sick or personal time must be used for the first five days of FMLA in accordance with the policy. In the event that an employee has exhausted their vacation, sick or personal time balance, the employee's absence from work for up to the first five days of absence due to medically related reasons will be deducted from their Vacation, sick or personal time balance. In the absence of vacation, sick or personal time will be without pay.

Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee

The Employer will ask for certification of the serious health condition of the employee, spouse, child or parent. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance, and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The Employer has the right to ask for a second opinion if it has reason to doubt the certification. The Employer will pay for the employee to get a certification from a second doctor, which the Employer will select.

Conditions of Family & Medical Leave

An employee on an approved leave of absence under this policy may not engage in other work or employment during the leave of absence. If an employee engages in other work or employment during the leave of absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with the Employer.

Employees on an approved leave of absence under this policy for their own serious health condition or that of a spouse, child or parent, will be responsible for providing written notice, as soon as practicable if the dates of the leave change or are extended. Any updated medical information that is obtained while on leave should be submitted to the Employer's Human Resources department.

Leave approved for an employee's serious health condition shall run concurrently with leave approved for the same medical condition while on disability or Workers' Compensation. Thus, any period during which an employee receives Workers' Compensation or disability benefits shall be counted as part of the total twelve-week allotment of leave permitted under this policy. An employee on such concurrent leave will be required to exhaust their benefit time (vacation, sick or personal time)

Return to Work Certification

Prior to an employee's return to work from a medical leave occasioned by the employee's own serious health condition that made the employee unable to perform his job, the employee must present certification from the employee's health care provider that (s) he is able to return to work and perform the essential functions of his or her position with or without reasonable accommodation. Failure to provide the return to work certification may result in a delay or denial of job restoration.

Restoration to Employment

An employee returning from leave will be reinstated to the same or an equivalent position upon his or her return to work date in accordance with the FMLA, except that the employee will not be entitled to any employment rights or benefits greater than those (s)he would have had in the absence of taking such a leave. If the employee's position is eliminated during their FMLA medical leave, (s) he will be terminated effective the date of job elimination, provided the employee would have been terminated if he/she were not on leave.

Failure to Return from Leave

An employee who fails to return to work upon the expiration of a leave under this policy will be deemed to have resigned effective the last day of the leave, unless an extension is granted. An employee who requests an extension of leave due to the continuation, recurrence or onset of his/her own serious health condition must submit a request for an extended medical leave in writing to the Employer's Director of Human Resources. This written request should be made as soon as the employee realizes that he/she will be unable to return at the expiration of the FMLA period.

An employee who does not return to work following an FMLA medical leave is considered to have resigned effective the last day of the leave and is not entitled to any additional compensation.

ARTICLE 56 NEW YORK PAID FAMILY LEAVE ("PFL")

Employees are eligible for paid family leave ("PFL") to:

- take care of a seriously ill family member (Spouse, Domestic Partner, Child, Parent, Parent in law, Grandparent, Grandchild) who has an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider. The person receiving care is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated for at least 4 consecutive days. An employee must be in close and continuing proximity to the person they are caring for.

- bond with a newborn, adopted, or foster child during the first twelve months after the child's birth, or during the first twelve months after the placement of the child for adoption or foster care with the employee or before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. Paid Family Leave only begins after birth and is not available for prenatal conditions.
- attend to family issues related to a qualifying military deployment.

Eligibility

An employee working full time (20 or more hours per week) is eligible for coverage after 26 weeks of consecutive employment. Part-time employees (who work less than 20 hours per week) are eligible after 175 days of employment.

An employee on Workers' Compensation is not eligible for PFL. Periods of time when an employee is on Workers' Compensation shall not be counted as weeks of employment for determining eligibility for PFL.

An employee on administrative leave is not eligible for PFL.

An employee employed by multiple covered employers may not take paid family leave for a single qualifying event from different covered employers at separate intervals, but must take family leave from all covered employers during the same family leave period,

PFL can be taken in daily increments. An employee who actually works part of a day cannot claim PFL for the balance of their work day. If a qualifying event stretches over more than 52 consecutive weeks, a new request must be submitted before the next 52 week period begins.

An employee may take PFL for multiple PFL events in a consecutive 52 week period as long as the total leave taken for all such leaves does not exceed the maximum duration permitted.

While on PFL your health insurance will continue, provided you pay your portion of the premium costs. The employer's obligation to maintain health insurance coverage ceases under PFL if an employee's premium payment during a period of family leave is more than 30 days late. In the event your premium is late, you will be provided written notice by the Employer at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the notice unless payment has been received by that date.

Coordination with FMLA

PFL and Family and Medical Leave Act ("FMLA") run concurrently, NOT one after the other to the extent you meet the eligibility requirements for each. If the PFL leave runs concurrent with FMLA an employee is required to utilize their benefits as outlined in the FMLA policy.

If your leave is eligible for PFL and you decline to apply for PFL and your leave is also covered by FMLA, your leave will be counted against your PFL entitlement in a 52 week period.

Additionally, your benefit accrual (vacation, sick or personal) will be charged in accordance

with the provisions of the Employer's FMLA policy.

FMLA designated leave taken by an employee due to his or her own serious health condition is not covered under PFL and does not reduce the amount of PFL an employee is eligible for.

Coordination with NYS Disability

An eligible employee may opt to receive disability and family leave benefits during the post-partum period but may not receive both benefits at the same time.

An employee may not receive both disability benefits and PFL benefits for the same period of time. PFL and Disability leaves do NOT run concurrently. If an employee qualifies for both PFL and Disability the combined duration may not exceed 26 weeks in a consecutive 52 week period.

ARTICLE 57 RETURN TO WORK PROGRAM

The goal of RCA's Return to Work (RTW) Program is to allow employees who are unable to perform their usual and customary job duties due to an injury or illness, to return to work in a temporary, modified, limited or light duty capacity while they recover. Injured employees can be brought back to work in their current position with modifications or placed in an alternate position until they are able to return and perform the essential functions of their position.

Light or Transitional Modified Duty Assignments

Transitional work is the core element of disability management. Among the many considerations are the employee's functional capacity, functional impairment and limitations, and medically based restrictions.

Light or transitional modified duty assignments are not confined to the injured employee's department and are based on the needs of the facility. Transitional or light-duty assignments are subject to availability, made with discretion, and made as appropriate to the employee and facility.

- Transitional or light-duty assignments include measurements for graduated improvement and have a target of 90 days or less duration, and may be extended with documented improvement for an additional 30 days.
- Light duty assignments can only be offered based on specific work capacities designated by a treating doctor or approved medical provider.
- Employees cannot dictate to be assigned to specific departments or tasks.
- Employees may be asked to perform a variety of assignments in varying departments throughout assigned shifts as long as the tasks are within the restrictions.
- Employee's treating doctor must agree with light duty assignment.

Disability:

- Light or transitional modified assignments may be offered to employees who have work restrictions due to a non-work-related injury ("disability") upon the employee's request only. Acceptance of a light-duty assignment is not mandatory.

Workers Compensation:

- Light duty assignments for employees who have work restrictions as a result of a work-related injury ("workers' compensation"), may be offered upon either the employee's or the company's request. Injured employees may decline light-duty assignments but understand that declining assignments may impact future benefits.
- Employees who accept light-duty assignments will be paid their regular wages.
- Employees with work restrictions due to a work-related injury can be offered a light-duty assignment via phone call or in-person.

Making a Bona Fide Light or Transitional Modified Duty Assignment - Work-Related Injuries

1. Risk Management and Administration will work together to determine if a light duty assignment is available and appropriate based on the needs of the facility, and the injured employee's exact restrictions.
2. Obtain work restrictions for the injured employee from their treating doctor.
3. Employee must provide updates after each doctor visit but at least every 30 days. Employer reserves the option to discontinue light duty if there is no graduated improvement.

ARTICLE 58 STAFFING COMMITTEE

Union Proposal re Staffing Rejected; Employer Counter Creation of Clinical Staffing Labor Management Committee

A Clinical Staffing Committee (CSC) will be formed which will include up to three LPN selected by the Union to participate in the committee, Administrator, DON and ADON. Meetings will be scheduled at a mutually agreeable day/time. The parties agree to mutually develop the agenda. Members of the CSC will be appointed within two (2) weeks of the ratification of this Agreement. The CSC will meet quarterly. The scope of the meetings will be limited to recommendations to improve the working conditions of bargaining unit members. Recommendations not implemented are not subject to grievance, arbitration, administrative or legal challenge.

If CSC meetings are scheduled on an employees work time, the employee/CSC member will be fully relieved of all other work duties during meetings of the committee and shall not have work duties added or displaced to other times as a result of their committee responsibilities. Up to three (3) bargaining unit members will be compensated for their participation in the committee meetings. Any LPN who attends the meeting is required to work their regular scheduled shift before/after the meeting. Attendance does not excuse their obligation to report to work as scheduled.

ARTICLE 59 COMPLETE AGREEMENT

This Agreement concludes the collective bargaining between the parties and constitutes the sole, entire and existing agreement between the parties and supersedes all prior commitments or practices between the parties. The understanding and agreements arrived at by the parties after each has exercised their right to make demands and present proposals are set forth in this Agreement.

ARTICLE 60 AMENDMENTS

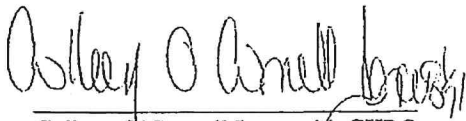
During the term of this Agreement, either party may propose that the Agreement be amended, but the other party is not obliged to negotiate or to agree to any proposed amendment on any subject whether referred to in this Agreement or not.

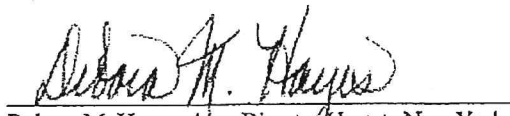
No provision of this Agreement may be deleted, waived, or changed, and no provision may be added to this Agreement except by a written, dated amendment to the Agreement that is signed by each party subsequent to the execution of this Agreement.

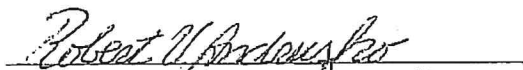
ARTICLE 61
DURATION

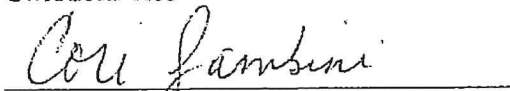
This Agreement will take effect at 12:01 a.m. on October 27, 2021 and continue for a three (3) year period ending at midnight on October 26, 2024. Thereafter, the Agreement shall continue for successive periods of twelve (12) months each, unless not earlier than ninety (90) days nor less than sixty (60) days before midnight of the termination date in any subsequent year, one party officially notifies the other in writing that it desires to amend, modify or terminate this Agreement. The parties by mutual agreement may extend the term of this agreement to a definite date for the purpose of continuing negotiations.

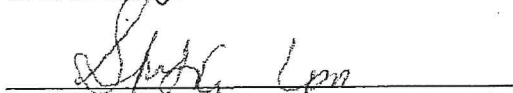
This Agreement is entered into this 22nd day of April 2022


Colleen C. Connell Jancevski, CHRO
RCA Servicer at Gasport


Debora M. Hayes, Area Director, Upstate New York
/New England
Communications Workers of America, AFL-CIO


Robert V. Andruszko, Executive Vice President
CWA Local 1168


Cori Gambini, President
CWA Local 1168


Sheri Ciemny, Bargaining Committee Representative
CWA Local 1168

LETTERS OF AGREEMENT
TEMPORARY EMPLOYEES

During the term of this Agreement, the Company will not hire temporary employees to replace members of the bargaining unit.

Kevin Kennedy, Administrator

Debora M. Hayes, Area Director Upstate New York
/New England
Communications Workers of America, AFL-CIO

Date

Memorandum of Understanding Gasport LPN Charge Assignment

This memorandum of understanding is entered into by and between RCA Servicer of Gasport (Employer), the Communications Workers of America, Local 1168 ("Union")

Whereas, the parties recognize there is an important need in assigning LPNs, the role of "Charge" ensuring the continuity of care for residents.

Whereas, the parties are desirous of utilizing Bargaining Unit LPNs to be in charge in lieu of a supervisor, residence care coordinator, RN, etc.

Now therefore, the Employer and the Union do hereby agree:

- 1) LPNs assigned to the role of "Charge" will be paid two dollars per hour (\$2.00/hr) for day shift and three dollars per hour (\$3.00/hr) for evening and night shift. It is understood the assignment and pay will be for an employee's normally scheduled shift duration.
- 2) It is understood that LPNs may not work outside the scope of practice in accordance with New York State licensure.
- 3) The job description for the aforementioned position will not include supervisory duties or assessments outside the scope of LPN licensure.
- 4) It is understood that volunteers qualified to do the work will be solicited first. In the absence of volunteers, the least senior staff member scheduled on the current shift will be assigned LPN Charge.
- 5) All current bargaining unit members will be trained on LPN Charge competencies within 30 days from ratification. All new hires will be trained on LPN Charge competencies within 30 days of hire.

All other articles not referenced herein will remain no change articles.

FOR THE UNION:

Neil W. ... *Exp.*

Communication Workers of America, AFL-CIO

4-11-22

Date

FOR THE EMPLOYER:

Colley O. ...

RCA Servicer at Gasport

4-15-22

Date