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**IDnum** 98      **Language** English      **Country** United States      **State** MA

**Union** SEIU (Service Employees International Union) AFL-CIO

**Local** Hospital Workers Union, Local 767

Occupations Represented
Nursing, psychiatric, and home health aides
Multiple occupations represented

**Bargaining Agency** Windemere Nursing

**Agency industrial classification (NAICS):**  
62 (Health Care and Social Assistance)

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**Notes**

**Contact**

**Full text contract begins on following page.**

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# UNION CONTRACT

between

WINDEMERE NURSING &

and

HOSPITAL WORKERS UNION,  
LOCAL 767,  
SEIU, AFL-CIO

October 1, 1998 - September 30, 2001

## **AGREEMENT**

Agreement made and entered into this 1st day of October, 1998 by and between Windemere Nursing and Rehabilitation Center (the Home) and Hospital Workers Union, Local 767, SEIU, AFL-CIO (the Union), acting herein on behalf of the workers of the said Home as hereinafter defined, now employed and hereinafter to be employed.

### **ARTICLE I**

#### **RECOGNITION - THE COLLECTIVE BARGAINING UNIT**

**1.1 General.** The intent and purposes of this Agreement are to establish harmonious relationships between the Home and its workers who are subject hereto; to promote and improve that relationship and the economic conditions of both, subject to their joint duties to the community and to high standards of patient care; to clarify certain rights and privileges of the parties together with certain working and operating conditions; and to establish amicable processes of collective bargaining. The Union agrees that it will cooperate with the Home and support its efforts to assure efficient operation to serve the needs of the community, and to meet the highest of professional standards in such service. The Home and the Union agree to act at all times in such a manner as to assure proper dignity and respect to the workers in the bargaining unit and to each other.

**1.2 Recognition.** The Home recognizes the Union as the sole and exclusive collective bargaining representative of all service, maintenance, technical, clerical, LPN ● s and Certified Nursing Assistants employed by and at the Home, excluding supervisors, confidential employees, executive and managerial employees, business office employees, Registered Nurses and professionals.

**1.3 Full-time and part-time workers.** A full-time worker is one whose regularly-scheduled commitment is 32-40 hours per week. A part-time worker is one whose regularly-scheduled commitment is 16-31 hours per week.

**1.4 Temporary workers.**

(a) A temporary worker is one who is hired for a period of up to six months and is so informed at the time of hire, and who is hired for a special project, or to replace a worker on leave or vacation or due to temporary Home activity. The said six month period may be extended up to an additional three months and for the length of maternity leave of the worker being replaced, with the consent of the Union, which shall not be unreasonably withheld; however, such worker shall become a member of the Union in accordance with Section 2.1 and shall continue to be classified as a temporary worker.

(b) Temporary workers shall be entitled to fringe benefits as follows:

(1) Temporary workers will receive holiday pay in the same manner as regular, permanent workers (i.e., after the first 90

days of employment), except that Independence Day and Labor Day shall be granted retroactively after six months in continuous service.

(2) After three months, temporary workers will begin to accrue vacation and sick leave beginning with the first day of the fourth month of employment. If, however temporary workers are retained beyond six months in continuous employment, the accrual of vacation and sick leave will be from the first day of employment.

(3) A temporary worker who has been employed six months or longer shall be treated as a regular worker for the purpose of filling vacant or available permanent positions for which the worker is immediately qualified.

(C) Workers who wish to fill any of these slots shall be given the right to make a transfer with administrative approval, which shall not be unreasonable denied, with a guaranteed return to their former positions and shifts within a job classification.

(d) No regular full-time or part-time worker shall suffer any involuntary reduction of scheduled hours due to the utilization of a temporary worker.

**1.5 Per diem workers.**

A per diem worker is one covered by this Agreement who is not a regular full-time worker or a part-time worker and does not have a regularly-scheduled commitment. Per diem workers shall be eligible only for a salary within the applicable range as set forth in Article VIII (but shall not be paid more than a worker in the same position classification with the same or equivalent experience) and shall receive no other fringe benefits. They shall not be subject to Article XXIII (~~Discharge and Penalties~~). A per diem employee who was formerly employed at the Home as a permanent worker may be paid up to the step at which he/she was paid when he/she ceased to be a permanent worker, provided that he/she became a per diem worker within one year of his/her employment at the Home. Per diems have no seniority.

A pool of per diem workers may be utilized on a daily basis. They may cover sick time, emergencies, vacations, holidays, vacancies and short LOAs (30 days or less) when other workers have not requested such assignment, in order to provide continuity of patient care. They will not be utilized to replace a permanent or part-time workers or to reduce the non-overtime regularly-scheduled hours of full-time or part-time workers.

**1.6 Home location.** It is agreed that this contract shall apply and continue in full force and effect at any location to which the Home may move.

**1.7 ~~Worker~~.** Whenever the word ~~worker~~ is used in this Agreement, it shall be deemed to mean the workers in

the bargaining unit covered by this Agreement as defined in Section 1.2.

**1.8 New workers.** At the time a new worker, subject to this Agreement, is hired, the Home shall inform said worker that the Home recognizes and is in contractual relations with the Union. Notification will be given to the steward. All new workers shall participate in an orientation program. Fifteen minutes of this orientation program will be set aside for the purpose of introducing the new worker to his/her steward provided that patient care is not adversely affected.

## ARTICLE II

### UNION MEMBERSHIP

**2.1 Union Membership.** All workers shall become members of the Union no later than the 30th day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

**2.2 Dues and Initiation Fee.** For the purpose of this Article, a worker shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

**2.3 Union Request for Worker Discharge.** Subject to Article to Article XXV (~~Grievance Procedure~~), a worker who has failed to maintain membership in good standing as required by this Article, shall within 20 calendar days following receipt of a

written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

**2.4 Indemnification.** The Union agrees that it will indemnify and hold the Home harmless from any recovery of damages sustained by reason of any action taken under this Article.

### **ARTICLE III**

#### **CHECK-OFF**

**3.1** Upon receipt of a written authorization from a worker the Home shall, pursuant to such authorization and upon receipt of figures for each member from the Union, deduct from the wages due said worker each week, starting not earlier than the first pay period following the completion of the workers' first 30 days of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. Per diem and temporary workers need not pay the initiation fee. A worker who receives less than \$75.00 in a week shall have no dues deducted in that week.

**3.2** Workers who do not sign written authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.

**3.3** The Home shall be relieved from making such ~~check-off~~ deduction upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its



terms or with applicable law. Notwithstanding the foregoing, upon the return of a worker to work from any of the foregoing enumerated absences, the Home will immediately resume the obligation of making said deductions, except that deductions for terminated workers shall be governed by Section 3.1. This provision, however, shall not relieve any worker of the obligation to make the required dues and initiation payment pursuant to the Union constitutions in order to remain in good standing.

**3.4** The Home shall not be obliged to make dues deductions of any kind from any worker who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**3.5** Each month, the Home shall remit to the Union all deductions for dues and initiation fees made from the wages of workers for the preceding month, together with a list of all workers from whom dues and/or initiation fees have been deducted.

**3.6** The Home agrees to furnish the Union each month with names of newly hired workers, their addresses, telephone number (except where the worker has indicated to the Home that his/her telephone number is unlisted), social security numbers, shift, hire rate, number of regularly scheduled hours, and dates of hire; names of terminated workers, together with their dates of termination; and names of workers on leave of absence. A copy of this information will also be provided to the Chapter Chairperson.

**3.7** It is specifically agreed that the Home assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and

hold the Home harmless from any claims, actions or proceedings by any worker arising from deductions made by the Home hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### **ARTICLE IV**

##### **NO DISCRIMINATION**

**4.1 No Discrimination.** Neither the Home nor the Union shall discriminate unlawfully against or in favor of any worker on account of race, color, creed, national origin, political belief, sex, sexual orientation, disability or age.

#### **ARTICLE V**

##### **UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

**5.1 Union Representative.** A representative of the Union shall have reasonable access to the Home's premises for the purpose of conferring with the Home stewards of the Union and/or workers, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter a department of the Home for this purpose, he/she shall first advise the Chief Executive Officer or his/her designee in person, as the Home shall state. A steward intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Home.

**5.2 Bulletin Boards.** The Home shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously and at a place readily accessible to workers in the course of employment. The Home reserves the right to remove any notice which it deems improper. Such determination shall be subject to the grievance procedure hereinafter provided.

**5.3 Steward Meetings.** The work schedules of workers elected as Union stewards shall be adjusted to permit attendance at regular steward assembly meetings without pay, provided that (i) Home operation shall not be impaired, (ii) the Union informs the Chief Executive Officer in writing not less than 48 hours prior to such meetings, (iii) the number of Stewards shall be limited by operating needs, (iv) Union stewards will notify their supervisors in advance of such meetings (failure to so notify the supervisor allows the supervisor to withhold approval for the steward to attend the meeting).

**5.4 Negotiations.** Negotiating Committee members who are scheduled to work shall be paid for such scheduled hours during negotiation meetings.

**5.5 Union Functions.** During each calendar year, 40 hours of paid time will be granted to the bargaining unit as a whole for one or more of its members to attend Union functions. The Chapter Chair or Union Representative will inform the Administration as to who has authorization to use these hours.

**5.6 Stewards.**

(a) The Home agrees to recognize such Union stewards, duly appointed by and acting as agents of the Union, who may

receive complaints and process grievances through the grievance procedure. The Union shall provide the Home with a written list of such stewards and alternates, if any.

(b) Union stewards shall be permitted to use a reasonable amount of work time with pay, as approved in advance by the Administrator (which approval will not be unreasonably denied), for the purpose of handling and processing grievances.

(c) The Union steward shall not direct any worker how to perform or not perform his/her work, shall not countermand the order of a supervisor and shall not interfere with the normal operations of the Home or any other worker.

(d) The Home's designated representative shall be required to meet with only one Union steward and/or the Union Chairperson on any grievance.

**5.7 Handling of Contract Matters.** The Union Chairperson(s) will be allowed up to four scheduled hours per week (or more if needed) with pay to handle matters under this contract, provided that it does not interfere with patient care or with the operating needs of the Home.

## **ARTICLE VI**

### **PROBATIONARY WORKERS**

**6.1 Probation.** Newly hired workers shall be considered probationary for a period of 90 calendar days from the date of employment, excluding time lost for sickness and other

leaves of absence. Upon good and sufficient reason, the Home may extend a probationary period up to an additional three months after notification to the Union.

**6.2 Discharge.** During or at the end of the probationary period, the Home may discharge any such worker and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE VII**

### **SENIORITY**

**7.1 Definition.** Seniority is defined as the length of time a worker has been continuously employed in any capacity by the Home.

**7.2 Accrual.**

(a) A worker's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last (present) hire.

(b) Seniority shall accrue:

(1) during a continuous authorized leave without pay up to 12 months, provided that the worker returns to work immediately following the expiration of such leave of absence;

(2) during an authorized leave of absence with

pay;

(3) during a period of continuous layoff not to exceed the lesser of 12 months or the length of a worker's continuous employment, if the worker is recalled into employment;

(4) during a sick leave of up to 12 months; and

(5) during continuous employment at the Home and at Martha's Vineyard Hospital, in the aggregate (subject to the limitations elsewhere in the Agreement.

(c) Temporary workers, as defined in Section 1.4(a), shall have no seniority during the time they occupy the status of temporary worker, but should any temporary worker become a permanent worker within 60 days of the end of his/her temporary assignment, then his/her seniority shall be retroactive to the original date of hire with benefits retroactive to that date.

**7.3 Loss of Seniority.** A worker's seniority shall be lost when he/she;

(a) terminates voluntarily;

(b) is discharged for just cause;

(c) exceeds an official leave of absence or accepts other employment during an official leave of absence;

(d) is laid off for a period of 18 consecutive months or a period exceeding the length of the worker's continuous service, whichever is less; or

(e) fails to return to work on a recall from layoff within three days after the Home has sent notice to him/her to return, by certified letter (with return receipt requested) or telegram and posting on the bulletin board to the last address furnished to the Home by the worker, unless failure to give such notice was beyond the control of the worker.

#### **7.4 Application.**

(a) Home seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement. Home seniority within classification shall apply in layoff and recall to the extent set forth in Article XV. Home seniority shall also apply to the filling of vacancies to the extent set forth in Section 7.4(c)(2); to the scheduling of holidays off to the extent set forth in 12.2; and

to the scheduling of vacations to the extent set forth in Section 13.4.

(b) Seniority from both the Home and Martha's Vineyard Hospital shall be aggregated for all purposes (all wages and benefits where length of service is a factor, bidding, layoff, bumping, recall, choice of vacation, schedules, etc.); however a worker has no seniority at the hospital until and unless he/she has become employed in a bargaining unit position at the hospital, and a worker may not apply his/her seniority as defined above for the purpose of bidding into a vacant Hospital position or for the purpose of bumping (in the event of a layoff at the Home) into a position at the Hospital.

(c) Vacancies.

(1) Posting and Bidding. If the Home determines to fill a job vacancy within a classification, on a permanent basis, the Home shall post a notice of the vacancy for five work days, exclusive of Saturdays, Sundays and Holidays. Temporary vacancies shall be posted for three working days excluding Saturdays, Sundays and Holidays. Posting shall state, to the extent practicable, the expected shifts, schedule, and floor and weekend schedule. All bargaining unit workers may bid on a posted vacancy to the person designated to receive the bid noted on the posting. A worker who is absent due to illness or injury may not bid on a posted vacancy, unless the worker can provide medical documentation that he/she can return to work when the job is required to be filled. Vacancies which



have been posted will remain posted until filled.

(2) Selection. From among the qualified applicants who submit bids for the posted vacancy, the Home will award the job to the most senior qualified applicant, unless between or among such qualified applicants, there is an appreciable difference in their ability to do the job, in which event the Home will award the job to that applicant. If no workers qualify for the posted vacancy, the Home may fill the vacancy from any source with a qualified applicant. Disputes under this provision shall be subject to the grievance and arbitration provisions of the contract.

(3) Trial Period. Workers filling a posted vacancy shall serve a trial period of 20 work days in the new position. At any time during or at the end of this period, the worker may be returned to his/her former position if, in the judgment of the Home, he/she is not acceptable for the new position; or during this period, the worker may decide to return to his/her former position, provided that a worker shall be limited to two such trial periods in a 12-month period. If, at the end of this trial period, the Home determines that a second trial period is needed in order for the person to retain the posted vacancy, the second trial period shall begin, unless the Union objects, in which case the worker shall be returned to his/her previous position. If a worker is discharged at the end of this trial period, the discharge shall be subject to

Section 23.1.

(4) Rate of Pay. When a worker is promoted to a job in a higher grade than his/her current position, he/she shall be placed on a step in the new job that guarantees a raise of \$0.25 an hour higher than his/her current rate of pay. He/she shall retain the same anniversary date.

When a worker is awarded a job in the same pay grade as his/her current position, he/she shall retain the same steps, and the same anniversary date.

When a worker is awarded a job in a lower pay grade as his/her current position, he/she shall retain the same step in the new grade as he/she possessed in the old grade and shall retain the same anniversary date.

(5) Restrictions on Bidding. Workers may not, without the prior approval of the Administrator, bid on lower positions or on lateral positions in other departments during their probationary period.

(6) Education. The Home and Union shall meet as needed in an education committee of three Union representatives, and three Home representatives which, in good faith, shall develop a program that is intended to enhance career opportunities. Individuals considered for participation in such

program(s) shall be selected based upon seniority and qualifications.

## ARTICLE VIII

### WAGES, MINIMUMS, AND MAXIMUMS

**8.1 Wage Scale.** Workers in positions listed in Appendix A shall be paid in accordance with Appendices B-1 effective on the effective date of this Agreement as set forth in Section 30.1 (which reflects a 2.0% general increase), B-2 effective October 3, 1999 (which reflects a 3.0% general increase) and B-3 effective October 1, 2000 (which reflects a 3.0% general increase), as applicable.

**8.2 Minimum Rate.** No workers shall be employed below the minimum effective rate for his/her labor grade classification.

**8.3 Hire Rate.** New hires will be paid on the applicable scale in Appendix B, provided that a worker is not paid more than other workers with the same or equivalent experience. After one year of service, and for each year thereafter up to the maximum number of steps, the worker shall move to the next step in the scale, except that there shall be no such step movement during the period from the effective date of this Agreement as set forth in Section 30.1 through September 30, 2001.

**8.4 Higher Classification.** Workers, when required to work at a higher rated bargaining unit job for two hours or more on a shift shall be paid his/her step at the higher pay scale.

**8.5 Regular Pay.** Whenever in this Agreement the phrase "regular pay" appears, it shall be deemed to include shift differential for those permanently assigned to second and third shifts but shall exclude overtime.

**8.6 Lower Classification.** A worker, when required by the Home on a temporary basis to work in a lower-rated bargaining unit position, shall be paid his/her regular rate. However, when a worker is permanently transferred to a lower-rated bargaining unit position, he/she shall be paid at the same step in the lower grade.

**8.7 Responsible Person.** A regularly-assigned "responsible person" shall be paid \$0.50 per hour above a CNA rate for all hours worked as a "responsible person". Any worker filling in for a "responsible person" shall receive \$0.50 per hour above her/his step in the CNA rate for all hours worked as a "responsible person."

## **ARTICLE IX**

### **HOURS**

**9.1 Work Week.** The regular work week for full-time workers shall be not less than 32 hours nor more than 40 hours, shall be not more than five regularly scheduled days, shall be in regularly-scheduled shifts of eight, 10 or 12 hours, and shall exclude the daily 30-minute unpaid meal period.

The normal work week for part-time workers shall not exceed five days.

Subject to its operating requirements, the Home will endeavor to give workers not less than every other week-end off (except insofar as a worker may indicate a desire to work more frequent weekends.)

The day (morning) shift (6:45 a.m.) will be considered the first shift of each day for purposes or scheduling.

A worker may be given permission by a Supervisor, when practicable, to complete her/his shift up to 15 minutes early without loss of pay.

**9.2 Work Day.** The regular workday for all full-time workers covered by this Agreement shall consist of the number of hours in the regular work week as above defined, divided by five.

**9.3 Call-In.** A worker who is off duty and who is called in to work less than 1 ½ hours before the start of a shift shall receive time-and-one-half pay for unscheduled hours worked, with a guaranteed minimum of pay for two hours. This provision shall apply only to call-in situations and not to situations where the Home is seeking to replace an entire shift of scheduled hours.

**9.4. Rest Periods.** The Home will endeavor to provide full-time workers with two rest periods of 15 minutes each in each working day, as assigned by the Home to each worker, and to provide workers who work a full half shift with one such 15-minute rest period. Supervisors on the evening and night shifts shall, if practicable, assist with the work in their areas if necessary to facilitate workers ● receiving their break time. If the Home

fails to provide a worker with one or more breaks, the worker shall not be entitled to receive any form of remedy (e.g., straight-time or overtime pay, compensatory time off, etc.) For such missed break(s).

**9.5 Schedules.** Time schedules and days off shall be posted two weeks in advance, and holidays shall be scheduled at least 30 days in advance, but the Home may revise or supersede such schedule, provided that it gives at least 48 hours notice to an affected worker by such means as personal notification, except that less than 48 hours notice may be given in the case of an unforeseen or emergency circumstance.

**9.6 Part Time Benefits.** Hours worked by part-time workers shall be audited on a quarterly basis, at a worker's request, for prospective eligibility for medical and dental insurance under Section 18.1.

**9.7 Shift Changes.** Workers shall work on the shift, shifts or shift arrangements for which they were hired. The Home may change a worker's shift, and any such change shall apply to the worker with the least Home seniority within the classification qualified to do the work.

**9.8 LPN Charge.** Any LPN who is assigned to be the Supervisor of the Home on the day, evening or night shift shall receive an additional \$1.20 per hour for those hours worked as Supervisor. (For purposes of this Section 9.8, the Supervisor is defined as the nurse with the keys.) Assignment to be such Supervisor shall be rotated among qualified staff and shall be made to an LPN only when a qualified RN is not in the Home to conduct

supervision or is unwilling to conduct supervision.

**9.9 Staffing.** If a worker absence occurs because of short-term illness, vacation or holiday, and the Home chooses to replace the worker, the Home will endeavor to use on the on-call pool, per diem workers, or workers who have signed up for overtime. In seeking such a replacement, the Home may use, but is not required to use, supervisory personnel, LPNs, RNs., or the Rehabilitation Aide.

## **ARTICLE X**

### **OVERTIME**

**10.1** When overtime is required by the Home, workers who work overtime will be paid at the rate of time-and-one-half their regular rate for consecutive hours worked in excess of eight (or in excess of their regular length of shift, if longer than eight hours) and for hours worked in excess of 40 in a week. Overtime shall not be paid on overtime.

**10.2** The Home will assign, on an equitable basis, required pre-scheduled overtime among qualified workers, taking volunteers by rotating seniority first and, when involuntary, taking the least senior by rotating seniority. Workers shall be required to work overtime when scheduled as required by the operating needs of the Home. Nothing in this Agreement shall obligate the Home to assign additional hours to a worker if overtime or premium pay would result. In the event that a worker files a grievance pursuant to this Section 10.2, the Home and the Union will endeavor to reach a mutually-agreeable resolution, but in the event that such grievance is submitted to arbitration and the Union prevails, the

arbitrator shall not award any economic remedy to the grievant.

**10.3** There shall be no pyramiding of overtime.

**10.4** All time worked, plus holidays and vacation paid time, shall be considered time worked for overtime compensation.

## **ARTICLE XI**

### **DIFFERENTIALS**

**11.1 Shift Differential.** Workers who work the evening or night shift will receive a differential as listed below in the different schedule. Any worker whose regularly scheduled shift extends three or more hours into the evening or night shift shall receive a differential for the hours worked within the evening or night shift as listed below in the differential schedule. Workers who are required to work a shift that overlaps a differential shift shall be paid the differential for the hours worked in the differential shift when two or more hours are worked in the differential shift (and, in the case of a day shift worker who works into the evening shift, when the worker works past 6:00 pm). If a night shift worker works into the day shift, all day shift hours worked shall include night shift differential; if an evening shift worker or a night shift worker commences her/his shift early, all such hours worked shall include, respectively, evening shift differential or night shift differential.

**11.2 Weekend Differential.** Workers who work beginning 11:00 p.m. Friday to 11:p.m. Sunday will receive a weekend differential as listed below in the differential schedule.



**11.3 Differential Schedule.** Differentials shall be as follows:

Evenings - \$0.50  
Nights - \$1.00  
Weekends- \$0.50

Those workers listed in Appendix C shall be ~~red-circled~~ at the differentials set forth therein. Shift differential shall be included in computing vacation and holiday pay but not in computing other compensation for time not worked.

## **ARTICLE XII**

### **HOLIDAYS**

**12.1 Holidays.** Workers, after their first 90 days of employment, shall be entitled to the following paid holidays within each calendar year, to the extent and subject to the conditions set forth in this Article XII:

~~Major~~ holidays: New Year ● s Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Christmas Day

~~Minor~~ holidays: Presidents ● Day  
Labor Day  
Columbus Day

## Birthday

### **12.2 Scheduling.**

(a) Recognizing that the Home functions every day of the year and that it is not possible for all workers to be off the same day, the Home shall have the right to require any worker to work on any of the holidays herein specified: however, the Home agrees to distribute holidays off on an equitable basis. Requests for specific holidays off must be given two weeks prior to the requested date, and preference shall be granted based on seniority, except as set forth in Section 12.2(f). A response will be given to holiday requests within seven calendar days of their receipt.

(b) In the event that a worker is required to work on a holiday listed in Section 12.1 above, he/she shall be paid per agreement. He/she shall receive an additional day off with regular pay within 30 days of the holiday, which period may be extended by the Home for additional 30 days or, by mutual agreement, he/she shall receive pay in lieu of such additional day off.

(c) If a holiday falls on a worker's regular scheduled day off, the worker shall receive a day off with regular pay within 30 days of the holiday. The Home shall not unreasonably deny a worker's request for a specific day off.

(d) If a holiday falls during a worker's vacation, the vacation shall be extended by one day, or the worker shall receive a day off with regular pay. The Home shall not unreasonably deny a worker's request for a specific day off.

(e) The day on which a holiday is legally celebrated shall be the day on which holiday premium pay is paid to those workers who work on that day.

(f) The Thanksgiving and Christmas holidays off shall be distributed fairly and equitably.

(g) If a worker is absent on the scheduled workday before and/or the scheduled workday after a paid holiday or day in lieu thereof, the Home may demand proof of illness. The Home may deny pay for such holiday if such proof is requested and not furnished.

(h) A worker shall not be eligible for holiday pay for Independence Day or Labor Day, if these holidays occur in the probationary period. If the worker becomes a permanent worker, then the days off will be granted in the manner set forth in Section 12.2(b).

(i) Christmas Day and New Year ● s Day shall consist of four shifts, starting with the evening shift on December 24 and December 31 respectively. All hours worked on the evening shift on December 31 and on New Year ● s shall be paid at time and one-half. All hours worked on the evening shift on December 24 and on Christmas Day shall be paid at double time. Staff shall be eligible for holiday pay only once.

(j) A worker may swap her/his birthday holiday for Martin Luther King Day by election made no later than the prior December 1.

**12.3 Number of Holidays.** Workers will receive holiday pay according to the following schedule:

- (a) Full-time workers shall receive nine holidays per year.
- (b) Part-time workers shall receive holidays per year as follows:

<u>Regularly-scheduled weekly commitment</u>	<u>Number of holidays</u>
24-31	6
20-23	4
16-19	2

Half of the holidays for which a part-time worker is eligible shall be ~~major~~ holidays and half shall be ~~minor~~ holidays. A part-time worker's eligibility to take the Thanksgiving and/or Christmas holidays shall be subject to Section 12.2(f).

**12.4 Professional Days.** Workers with three or more years of continuous service shall receive one paid professional day per year, to be used for independent professional study, and the worker shall prepare a summary report for staff within 30 days. The use of this time off shall have no impact on a worker's receiving paid time off for professional days as provided in Section 20.3 (~~Professional Meetings~~). The total number of days that may be granted in the aggregate to all workers under this Section 12.4 shall not exceed five per year.

## **ARTICLE XIII**

### **VACATIONS**

**13.1 Full-Time Workers.** Full-time workers will accrue vacation benefits at rates in accordance with the following schedule:

<u>Years of Service</u>	<u>Monthly/Yearly Accruals</u>
Less than 1 year	5/6 day/ 2 weeks
After 1 year	1 1/4 days/ 3 weeks
After 10 years	1 2/3 days/ 4 weeks

For the 12-month period following the effective date of this Agreement as set forth in Section 30.1, workers shall be ~~circled~~ at the vacation accrual rates set forth in the 1995-1997 Home/Union collective bargaining agreement, following which period the vacation accrual rates will be those set forth above.

**13.2 Part-Time Workers.** Part-time workers with regularly-scheduled commitments of at least 16 hours per week will accrue vacation benefits pro-rata (i.e., a proportion of the vacation benefits for which full-time workers are eligible) based on hours paid up to 40 paid hours per week.

**13.3 Accrual.** No accrued vacation shall be taken by any worker until the worker has worked nine consecutive months for the Home. No more than the accumulated, unused vacation days may be taken at any one time. No more than a full year ● s vacation allotment may be taken at any one time, and no more than two weeks of a worker ● s vacation allotment may be taken during the period June through September, inclusive. Vacation days must be used within 12 months of the date they were earned, but if a worker is prevented by the Home from taking his/her vacation so that accrued vacation would be lost under this provision, the Home

will make appropriate adjustment so that the worker shall not thereby lose accrued vacation time. Pay in lieu of vacation will not be granted.

**13.4 Scheduling and Approval.** Subject to the Home ● s operating schedule or requirements, a worker shall have his/her choice of vacation time on the basis of classification seniority. Summer vacations during the months of June and July must be requested by March 15 and will be answered by April 15. Summer vacations during the months of August and September must be requested by April 15 and will be answered by May 30. Vacations for the rest of the year will be granted on the basis of classification seniority according to the following schedule:

Vacations for:

January	September 30
February	October 30
March	November 30
April	December 30
May	January 30
October	June 30
November	July 30
December	August 30

Notification of approval or disapproval will be given no later than two weeks after closing date. Seniority will not be considered if request is not submitted before closing date. Late requests will be answered within two weeks except that in no event shall they be answered before requests which are submitted on time.

Requests for a full week vacations shall take precedence

over single day requests if submitted before the appropriate deadline. Requests for one or two vacation days off must be submitted at least two weeks in advance. Notification of approval or disapproval for the request of one or two vacation days must be given by the Department Head within one week after the request has been made assuming at least two weeks notice has been given.

**13.5 Anniversary Date.** The qualifying date for computing a worker ●s entitlement to vacation with pay shall be the hire date.

**13.6 Sick leave.** No part of a worker ●s scheduled vacation may be charged to sick leave. If a worker becomes ill or has an accident before his/her vacation, he/she may defer his/her vacation and be paid with sick time.

**13.7 Vacation Pay.** Vacation pay shall be based upon the worker ●s regular pay. Shift differential shall be included in vacation pay.

**13.8 Advance Pay.** A worker shall be paid her/his vacation pay (of one or more weeks) before starting her/his vacation, provided that she/he must make such a request by the Monday preceding the Thursday on which the vacation pay is to be paid.

**13.9 LOA.** A worker may be paid accumulated vacation pay at the start of any approved LOA, provided that she/he must make such a request by the Monday preceding the Thursday on which the vacation pay is to be paid.

## ARTICLE XIV

### SICK LEAVE

#### 14.1 Sick Leave.

(a) Full-time workers will accrue paid sick leave at the rate of 3/4 day for every month worked from the date of employment. A part-time worker whose regularly-scheduled commitment is at least 16 hours per week will accrue paid sick leave from such date pro-rata based on hours paid up to 40 per week.

(b) No worker shall be entitled to use paid sick leave until he/she has been continuously employed at the Home for 90 days. Sick leave shall be cumulative.

(c) Any absence due to sickness must be reported to the Department Head at least two hours before the time the worker should have reported to work unless such notice is beyond the control of the worker. The Department Head may require the worker to furnish a physician's certificate supporting the absence in the case of any sick leave lasting more than five days.

(d) Sick leave may be used when a worker is prevented from working by illness or injury. Workers may also use three days of accrued sick leave per year for personal reasons, which will be deducted from accrued sick leave, and which may be used only for important personal business that cannot be scheduled outside the worker's working hours. Except for emergency situations, personal days must be approved one week in advance by the



worker ● s supervisor. A worker shall, at the request of the Home, provide information satisfactory to the Home concerning any utilization of sick leave under this Article XIV.

## **ARTICLE XV**

### **LAYOFF AND RECALL**

**15.1 Layoff.** In the event the Home decides to have a reduction in force, it shall be carried out according to the following procedure:

(a) The Home shall determine which classifications and which shifts need to be reduced or eliminated.

(b) The Home shall notify the Union and the workers in the affected classifications of the layoff decision.

(c) If a worker in an affected classification volunteers to be laid-off, such lay-off shall be effected first, subject to the Home ● s judgment as to its operating needs.

(d) Temporary workers in the affected classifications and shifts shall be laid off second.

(e) Probationary workers in the affected classifications and shifts shall be laid off third.

(f) Thereafter, layoffs shall be by inverse seniority, by shift, per classification.

(g) Bumping: Workers designated for layoff may:

(1) bid on any vacant position that is available.  
This bid shall be processed under Section

7.4(c)(2);or

(2) bid to bump any other worker within the Home bargaining unit where he/she has more seniority than the person assigned to the position. All bids will be reviewed and a determination will be made as of the date of the bid as to whether the bidding worker is qualified to perform all of the assignments required of the bid position, or is capable of becoming qualified within a two-month orientation period. If, at the end of this two-month period, the worker is not capable of performing all of the assignments required of the bid positions, the worker will be laid-off. The bumping worker will be paid at that step in the new or same grade as provided in Section 7.4 (c)(4).

(3) In the event that a worker's bid or bump under (2) above is rejected by the Home, the Home's decision shall be subject to the procedures and conditions of Article XXV. In the event that the grievant prevails in such grievance/arbitration, the remedy will be limited to the grievant only.

(4) The Home shall give notice of an intended layoff at least 14 days prior to the effective date of the layoff.

(5) Workers who wish to exercise bidding or bumping rights must do so within 24 hours of being asked to do so, excluding weekend and holiday hours. They shall be presented with a list of all bargaining unit jobs and openings, the shift, the hours, the schedule and the weekend responsibility as well as the seniority date of the worker presently in the position.

(6) The Home will act on the bid within 48 hours, excluding weekend and holiday hours.

(7) Persons who are being bumped will be given 14 days notice of their impending layoff or pay in lieu thereof.

(8) If a bumped person elects to bid or re-bump, he or she must follow procedures (1) or (2).

(9) In the event that a worker elects to be laid-off, rather than choose option (1) or (2) above, the Home will provide the

following to the worker on the date of his/her layoff:

1. All accrued holiday and vacation will be paid to him/her in a lump sum as severance if requested;
2. His/her health and dental insurance shall be continued for 60 days, with the Home continuing to pay its share of the premium. After 60 days, the worker may continue in the health and/or dental plan under COBRA by paying 100% of the cost.
3. The Home shall indicate to the Massachusetts Division of Employment Security the effective date of the worker's layoff.
4. In the event that the worker is laid off, he/she shall be placed on a recall list for 18 months. Any worker who is offered his/her exact job and refuses shall be off the list.

(h) A worker whose entitlement to health/dental insurance is affected by Section 15.1(g) above shall be entitled to have his/her health/dental insurance continued for 60 days at

the contribution on rates in effect at the time of layoff.

## **15.2 Recall.**

(a) Workers on the recall list shall be recalled to positions in their classifications on the basis of seniority.

(b) The Home will forward notice of recall by certified mail to the last known address of the worker, as reflected in the Home records. The worker must, within 48 hours of delivery of the notice of recall, notify the Home of his/her intent to return to work on the date specified for recall. Thereafter, the worker will have up to two weeks to return.

(c) If a worker on the recall list is offered the same position within his/her classification, on the same shift with the same number of hours, he/she must accept the position or be dropped from the recall list, and he/she will be considered terminated from employment.

(d) If, as a result of the layoff procedures referenced above, a worker is in a new position because of a bid or a bump, he/she shall maintain recall rights to his/her former position. The Home will ask any bidding worker if he/she wishes to maintain those rights, and if not, the worker will

be asked to sign off on them.

## **ARTICLE XVI**

### **PAID LEAVE**

Workers, after their initial probationary period, shall be entitled to paid leave as follows:

**16.1 Funeral Leave.** A worker shall be eligible for paid leave from regularly-scheduled working hours during the seven calendar days following the date of death of a member of the immediate family, to the following extent:

Up to five regularly-scheduled working days in the event of the death of a spouse, child, parent or grandchild; or

Up to three regularly-scheduled working days in the event of the death of a parent-in-law, sibling, grandparent, step-parent or person living in the immediate household.

**16.2 Jury Duty.** All workers who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each workday while on jury duty, which shall not include ~~on~~ on call ~~x~~ jury time when workers are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Human Resources Office of the Home, and the Home may request that the worker may be excused or exempted

from such jury duty, if, and in the opinion of the Home, the worker's services are essential at the time of proposed jury service. Evidence of payment may be requested.

**16.3 Military.** The Home will comply with the requirements of State and Federal law with respect to workers who are called to serve in the Armed Forces. Any full-time worker who has been employed for at least 90 calendar days who is required to serve two weeks annual active duty will receive, upon return, pay to supplement his reserve pay up to his regular week's salary. The worker will be required to submit satisfactory evidence of the amount he received during his tour of duty.

## **ARTICLE XVII**

### **UNPAID LEAVE**

#### **17.1 Leaves of Absence.**

Definition - A leave of absence is an unpaid absence from work in the circumstances set forth herein with the understanding that the worker will return to work at the end of his/her allowed leave.

Eligibility - A request for a leave of absence should be submitted in writing to the Department Head at least two weeks in advance of the proposed effective date.

Vacation, sick leave, health insurance, holiday benefits and

other benefits are not earned during a leave of absence of more than two weeks.

Leaves of absence will be granted to full-time and part-time workers regularly scheduled to work more than 16 hours per week in the following circumstances:

(a) Personal Illness In Excess Of Accumulated Sick Leave. A worker will be eligible for leave for personal illness that extends beyond her/his accumulated sick leave. The worker shall be reinstated to his/her former position if the total period of absence (including accrued sick leave, vacation and unpaid time) does not exceed 180 days; if such period exceeds 180 days, the worker will be given the first opportunity to return to a position for which he/she is qualified and will be given the first opportunity to return to his/her former position if and when the position is open. In the case of a leave for personal illness, a physician ● s letter stating the worker ● s condition and progress must be sent to the Human Resources Department every 30 days during the leave. The worker will be contacted, if necessary, to secure this, but it is the worker ● s responsibility to get the physician ● s letter sent to the Human Resources Department.

(b) Industrial Accident. The worker shall be reinstated to his/her former position at the expiration of said leave not exceeding one year.

(c) Pregnancy or Maternity Leave. Pregnant workers will be eligible for maternity leave. Unpaid maternity leave will be granted for a period commencing with her inability to work and not to exceed 180 days (less accrued vacation and sick



time) beyond her date of delivery. The worker will be reinstated to her former position at the expiration of such leave.

(d) Critical Illness or Death in The Immediate Family. A leave of absence will be granted to a worker for critical illness or death in the immediate family for a period of up to 180 days (less accrued vacation time), and the worker will be reinstated to his/her position that he/she occupied at the expiration of said leave.

(e) Adoption Leave. A worker is eligible for an unpaid leave of absence not to exceed 180 days (less accrued vacation time), for the purpose of adopting and rearing a minor, and the worker shall return to his/her former position at the end of said leave.

(f) Paternity Leave. A worker is eligible for an unpaid leave of absence not to exceed 180 days (less accrued vacation time).

(g) Other Leaves. Leaves of absence for reasons other than the above may be granted on an individual basis, for good cause as determined in the sole discretion of the Home, which shall not be subject to grievance and/or arbitration. The worker may be reinstated to his/her former position if the leave does not exceed 180 days. Upon completing leave in excess of 90 days, the worker will be given the first opportunity to return to his/her former position if and when the position is open.

**17.2 Benefits.** There will be a continuation of the Home's contribution toward health and dental insurance coverage for the first 90 days following a personal illness leave of absence, a

pregnancy or maternity leave of absence or a jury duty leave of absence. For Industrial Accident leaves of absence, the Home contribution will be continued for 180 days.

**17.3 Family and Medical Leave Act.** If a worker is entitled to benefits under the Family and Medical Leave Act (FMLA) that exceed those provided in this Article XVII, the applicable provisions of the FMLA shall determine such worker's benefits notwithstanding this Article XVII.

## ARTICLE XVIII

### MEDICAL INSURANCE AND DENTAL INSURANCE

#### **18.1 Medical Insurance and Dental Insurance.**

All workers who have regularly-scheduled commitments of at least 20 hours per week shall have the option to be covered by either the Home's individual or family medical and dental insurance plans.

For full-time workers, the Home's contribution to both medical and dental insurance premiums will be as follows:

Individual Plan	Less than 1 year	80%
	1-5 years	85%
	6-10 years	95%

	10 years or more	100%
Family Plan	Less than 1 year	70%
	1-5 years	75%
	6-10 years	85%
	11-19 years	95%
	10 years or more	99%

(Note: If the plan elected by the worker is self-insured by the Home, the worker's contribution per the above chart shall be based on the premiums charged by Harvard Community Health Care.)

Workers whose regularly-scheduled commitment is 24-31 hours per week will receive 2/3 of the Home's contribution; and workers whose regularly-scheduled commitment is 20-23 hours per week will receive 5/6 of the Home's contribution.

## **ARTICLE XIX**

### **PENSION**

19.1 PENSION. The Home will continue its current defined contribution pension plan, which includes a 3% employer contribution and requirements for one full year of service and 1,000 or more hours paid per year.

## **ARTICLE XX**

### **MISCELLANEOUS**

**20.1 Life Insurance.** The Home will provide life insurance coverage to all full-time workers consisting of a \$10,000 death benefit and a \$10,000 accidental death and dismemberment benefit without cost to the worker in accordance with the terms of the policy. Full-time workers who have more than 10 years of service shall be covered by a \$15,000 policy. Covered workers will be included in improved benefit structure if all other workers receive such.

**20.2 Liability Insurance.** The Home shall, without cost to the worker, provide adequate liability insurance coverage.

**20.3 Patient Care Committee.** The Union shall have four appointees on the patient care committee who shall meet periodically with the Administrator and others of his choosing, and a worker shall not lose pay if she/he is released from her/his work time to attend such meeting. No dispute arising from or related to discussions in the patient care committee shall be grievable or arbitrable.

**20.4 Professional Meetings.** Subject to the operating needs of the Home and with the prior approval of the Home, reasonable time off with pay may be granted to workers to attend Home-related professional or educational meetings. This shall exclude meetings where the primary subject is collective bargaining.

**20.5 Tuition Reimbursement.** After six months employment, full time workers may be reimbursed 100% tuition up to \$2,000 per year, and part-time workers may be reimbursed 100% tuition up to \$1,000 per year, for courses that are in the direct

interest of the Home and are job related or related to potential job advancement at the Home or to a job at the Hospital, provided that (i) the training is approved in advance of enrollment by the Administrator, and (ii) the worker can show satisfactory evidence of completion of course.

Workers to whom tuition reimbursement is granted will be required to complete a term of employment at the Home of not less than six months from the date of completion of the course or courses for which tuition reimbursement is granted. Those who do not comply with this requirement will refund to the Home the full amount of the tuition subsidy.

**20.6 Stewards ● Meetings.** At the request of either party, stewards shall meet during work hours with the Administrator.

**20.7 Joint Health and Safety Committee.** There shall be a Joint Health and Safety Committee comprised of two bargaining unit members appointed by the Union and two persons appointed by the Home. The purpose of the Committee shall be to discuss issues of mutual interest concerning workers ● health and safety at the Home, but no such issues shall be subject to grievance and/or arbitration under this Agreement. If a Committee meeting is scheduled during a worker ● s scheduled work time, she/he shall be released from work without loss of pay, if practicable, or the meeting will be rescheduled if the Union so requests.

## **ARTICLE XXI**

### **STRIKES AND LOCKOUTS**

**21.1 No Strikes, No Lockout.** For the term of this Agreement, there shall be no strike, work stoppage, slow-down, or any other interference with the operations of the Home by any worker or group of workers, or any lockout by the Home.

## **ARTICLE XXII**

### **RESIGNATION**

**22.1 Notice.** When a worker intends to resign, the worker shall give the Home advance written notice equal to his/her vacation entitlement, except when conditions beyond the control of the worker prevent compliance with these requirements. Compensation due workers who have given the required notice shall be paid on the termination date. Wages due workers who leave without proper notice shall be paid on the next regular pay day. All keys and other Home property will be return and all indebtedness of the worker to the Home will be paid before the last check will be issued to the worker.

## **ARTICLE XXIII**

### **DISCHARGE AND PENALTIES**

**23.1 Just Cause.** The Home shall have the right to discharge, suspend, or discipline any worker for just cause. It shall be considered just cause for discharge if a worker fails to report to work as scheduled without providing the Home with advance notice of his/her absence and the reason therefor (no call, no

show ✘) or if a worker walks off her/his job without permission (✘ job abandonment ✘).

**23.2 Reprimands, Warnings.** A worker has the right to be joined by a Union steward in the event he/she is subject to oral reprimand or warning by the Home. In the case of a written reprimand or counseling reports, the worker shall have the right to comment in writing. Before a meeting is held to discipline a worker, such worker shall be informed of the purpose of such meeting and his/her right to a steward.

**23.3 Notification.** The Home will notify the Union (Local Chairperson) in person or by mailing in writing of any discharge or suspension within 24 hours from the time of discharge or suspension as evidenced by post mark. The local chairperson will be given a letter which can be sent to the Union office. If the Union desires to contest the discharge or suspension, it shall give written thereof the Home within 10 working days from the date of receipt by the Local Chairperson of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step 3 of the grievance process.

**23.4 Resident.** If the discharge of a worker results from conduct relating to a resident and the resident does not appear at the arbitration, the arbitrator shall not consider the failure of the resident to appear as prejudicial.

**23.5 Time Limits.** All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

**23.6 Personnel Files.** All reports dealing with disciplinary action or performance evaluation to be placed in a worker ● s personnel folder shall be offered to the worker for his/her examination and any written comments he/she may wish to add. A worker may inspect her/his personnel file once per year, by appointment, during normal Human Resources Department hours. Inspection of the worker ● s file shall be made in the presence of a member of the Human Resources Department. Records concerning possible criminal offense and letters of reference shall be excluded. The worker may make any notes he/she wishes, but no data may be removed or borrowed from the file.

#### **ARTICLE XXIV**

### **MANAGEMENT RIGHTS**

**24.1 Management Rights.** The management of the Home and the direction of the workers, including the right to select and hire, the right to make temporary transfers, the right to suspend, discipline and discharge workers for just cause, the right to lay off for lack of work or other reason, and the right to promulgate rules and regulations are vested exclusively in the Home, provided that such rights shall not be exercised so as to violate any provisions of this Agreement.

#### **ARTICLE XXV**

### **GRIEVANCE PROCEDURE**

**25.1 Definition and Process.** A grievance shall be defined as a dispute or complaint arising between the parties hereto



under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed in the following manner:

Pre-Step Workers are encouraged to informally work out issues directly with the party or parties involved, with or without their steward, prior to beginning the grievance procedure.

Step 1 Within 10 working days (except as provided in Section 23.3) of the event on which the grievance is based, a worker having a grievance and/or his/her Union steward or other representative shall take it up with his/her department head. The Home shall give its answer to the worker and/or his/her Union steward of his/her representative with 10 working days after the presentation of the grievance in Step 1.

Step 2 If the grievance is not settled in Step 1, the grievance may, within five working days after the answer if Step 1, be presented in Step 2. When grievance are presented in Step 2, they shall be reduced to writing, signed by the grievant and/or his/her Union representative, and presented to the Administrator or his/her designee. A grievance so presented in Step 2 shall be answered by the Home in writing within

five working days after its presentation.

Failure on the part of the Home to answer a grievance at any Step shall not be deemed acquiescence thereto, and the Union may proceed to the next step. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limit specified in Section 25.1.

**25.2 Time Limits.** All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

**25.3 Resolution.** Any disposition of the grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

**25.4 Group Grievance.** A grievance that affects a substantial number or class of workers, and that the Home representative designated in Step 1 lacks authority to settle, may initially be presented in Step 2 by the Union representative. A grievance instituted by the Union must be initiated by a written notice to the Home within 30 days after the occurrence or knowledge of the cause.

## **ARTICLE XXVI**

### **ARBITRATION**

**26.1** A grievance, as defined in Article XXV, that has not

been resolved thereunder may, within 22 working days after completion of Step 2 of the grievance procedure, be referred for arbitration by the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association, and the arbitration shall be conducted under the Voluntary Labor Arbitration Rules, then prevailing, of the American Arbitration Association. Notwithstanding the preceding sentences, the parties agree to use the Labor Relations Connection for arbitrations, but either party, with notice to the other, may decide that the parties should henceforth use the American Arbitration Association.

**26.2** The fees and expenses of the American Arbitration Association (or the Labor Relations Connection) and the arbitrator shall be borne equally by the parties.

**26.3** The award of an arbitrator hereunder shall be final, conclusive and binding upon the Home, the Union and the worker(s).

**26.4** The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 25.1, and he/she shall have no power to add to, subtract from, or modify in any way of the terms of this Agreement.

## **ARTICLE XXVII**

### **EFFECT OF LEGISLATION - SEPARABILITY**

27.1 It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, ruling and order of regulatory

commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulation, so long as same is in force and effect, it shall be null and void, but all other provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXVIII**

### **SCOPE OF CONTRACT**

**28.1** The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement. All terms and conditions of employment not covered or abridged by this Agreement shall continue to be subject to the Home ● s exclusive direction and control, and shall not be the subject of negotiations during the life of this contract.

**28.2** In further clarification of Section 28.1, the Union hereby represents and agrees that this Agreement contains all of the agreements, understandings and "past practices" that are binding and/or enforceable against the Home and/or against the Union, and that there are no such agreements, understandings and/or "past practices" that are so binding and/or enforceable against the Home and/or the Union outside this Agreement.

## **ARTIVLE XXIX**

SUCCESSORS AND ASSIGNS

29.1 This Agreement shall be binding upon the Home and its successors and assigns. In the event that the operations of the Home are transferred to a successor or assign, whether by sale, acquisition, merger or otherwise, the Home shall secure from the successor or assign as a condition of the transfer that the successor or assign shall assume and be bound by this Agreement, and the Union hereby agrees to be bound by and consents to such transfer of operations and to such assumption of this Agreement.

ARTICLE XXX

DURATION

30.1 This Agreement shall take effect upon the transfer of operations by the Home to a successor or assign, and shall be in full force and effect upon such transfer of operations and concomitant assumption of this Agreement by the successor or assign, and shall remain in effect through and including September 30, 2001; provided, however, that this Agreement shall be null and void and of no effect unless the operations of the Home are transferred to a successor or assign on or before October 1, 1998

WINDEMERE NURSING AND  
REHABILITATION CENTER

HOSPITAL WORKERS,  
LOCAL 767, SEIU,  
AFL-CIO

By \_\_\_\_\_

By \_\_\_\_\_

Trustee in Bankruptcy

Jack VanOsdol

---

date

---

date

## APPENDIX A

### POSITION CLASSIFICATIONS

GRADE A	Linen/Laundry Aide Nurse ● s Aide Housekeeping Aide
GRADE B	Custodian
GRADE C	Certified Nursing Assistant Unit Secretary Data Entry Activity Aide Unit Clerk Ward Clerk Rehab Aide Switchboard Operator & Receptionist
GRADE D	Department Secretary Transcription Medical Records
GRADE E	Purchasing
GRADE F	LPN
GRADE G	Maintenance Mechanic

APPENDIX B-1(EFFECTIVE October 1, 1998)



APPENDIX B-2(effective October 3, 1999)

APPENDIX B-3(effective October 1, 2000)

## APPENDIX C

### RED-CIRCLED DIFFERENTIALS

evening shift differential:	\$1.30
night shift differential:	\$2.50
weekend differential:	\$1.35

### RED-CIRCLED WORKERS

Eileen Andrews  
Nancy Arruda  
Deborah Bendavid  
Bettie Bernard  
Gloria Broadbent  
Patty Buckley  
Inelda Cable  
Susan Cahna  
Mavis Camillo  
Kim Carlos  
Julie Crowley-Rogers  
Debra Davies  
Margaret Ditson  
Jackie Goulart  
Rita Goulart  
Mary Hillman  
Diane Jackson  
Constance Lima  
Clara Marshall  
Paula Pachico

**SIDE LETTER**

\_\_\_\_\_, 1998

Mr. Jack Van Osdol  
Hospital Workers Union Local 767  
94 Main Street  
Hyannis, MA 02601

Re: Windemere Nursing Home

Dear Mr. Van Osdol:

This letter will confirm the existence of a practice whereby a night workers, if her/his Supervisor determines that there is sufficient coverage, may take her/his meal break and other breaks together, provided that she/he remains on the Home ● s premises and may be called upon to return to work. The Home intends to continue this practice.

Sincerely,

Trustee in Bankruptcy

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