

COLLECTIVE BARGAINING AGREEMENT

by and between

**LAKWOOD OF VOORHEES ASSOCIATES
d/b/a LAKWOOD OF VOORHEES**

and

**NATIONAL UNION OF HOSPITAL AND HEALTH CARE
EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE
DISTRICT 1199C**

(Professional Unit)

July 1, 2008 - July 1, 2012

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE 1	- RECOGNITION.....	1
ARTICLE 2	- UNION SECURITY.....	3
ARTICLE 3	- CHECK-OFF.....	4
ARTICLE 4	- NO DISCRIMINATION.....	6
ARTICLE 5	- UNION ACTIVITY, VISITATION AND BULLETIN BOARDS.....	6
ARTICLE 6	- HOURS OF WORK AND SCHEDULING.....	7
ARTICLE 7	- HOLIDAYS AND PERSONAL DAYS.....	11
ARTICLE 8	- VACATIONS.....	12
ARTICLE 9	- DISCHARGE AND PENALTIES.....	14
ARTICLE 10	- GRIEVANCE PROCEDURE.....	14
ARTICLE 11	- ARBITRATION.....	15
ARTICLE 12	- EFFECT OF LEGISLATION - SEPARABILITY.....	16
ARTICLE 13	- HIRING.....	16
ARTICLE 14	- PERSONNEL PRACTICES.....	16
ARTICLE 15	- MANAGEMENT RIGHTS, RESPONSIBILITIES AND FUNCTIONS.....	17
ARTICLE 16	- NO STRIKE OR LOCKOUT.....	17
ARTICLE 17	- SICK LEAVE.....	18
ARTICLE 18	- SENIORITY.....	20
ARTICLE 19	- UNPAID LEAVE.....	21
ARTICLE 20 A	- GROUP LEGAL SERVICES FUND.....	22
ARTICLE 20B	- TRAINING AND UPGRADING FUND.....	23
ARTICLE 21A	- MEDICAL INSURANCE.....	24
ARTICLE 21 B	- DENTAL INSURANCE.....	27
ARTICLE 21C	- SECTION 125 PLAN.....	27
ARTICLE 21D	- CAMP AND SCHOLARSHIP PROGRAM.....	27
ARTICLE 21E	- DISABILITY.....	27
ARTICLE 21F	- LIFE AND AD&D INSURANCE.....	28
ARTICLE 22	- ENFORCEMENT OF ARTICLES.....	28
ARTICLE 23	- PROFESSIONAL RIGHTS.....	29
ARTICLE 24	- BEREAVEMENT LEAVE AND JURY DUTY PAY.....	29
ARTICLE 25	- 401(k) PLAN.....	29
ARTICLE 26	- SHIFT OPTIONS.....	31
ARTICLE 27	- TRANSFERS BETWEEN SHIFT OPTIONS WITH BENEFIT DAYS AND THOSE WITHOUT.....	34
ARTICLE 28	- WAGES.....	35
ARTICLE 29	- DURATION OF AGREEMENT.....	39
EXHIBIT A	DUES CHECKOFF.....	40
EXHIBIT B	CONSCIENTIOUS OBJECTOR.....	41
EXHIBIT C	CREDIT UNION CHECKOFF.....	42
EXHIBIT D	POLITICAL ACTION.....	43

AGREEMENT, made and entered into as of the first (1st) day of July, 2008, by and between LAKEWOOD OF VOORHEES ASSOCIATES d/b/a LAKEWOOD OF VOORHEES (hereinafter called the "Employer) and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE DISTRICT 1199C, with its offices at 1319 Locust Street, Philadelphia, PA 19107 (hereinafter called the "Union"), acting herein on behalf of the Employees of the said Nursing Facility, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work, and conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all Employees in the following job classifications: All registered nurses, graduate nurses, licensed practical nurses and graduate practical nurses employed by Lakewood of Voorhees Associates d/b/a Lakewood of Voorhees at its Voorhees, New Jersey nursing home, excluding supervisors as defined in the Act and all other Employees and excluding temporary Employees as defined in Article 1, Section 4.

Section 2. Wherever the word "Employee" is used in this Agreement, it shall be deemed to mean an Employee in the bargaining unit covered by this Agreement, as defined in Section 1 hereof.

Section 3. At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union, paraphrasing the Union Security and Check-Off provisions of this Agreement.

Section 4. Supervisors shall not do the work performed by members of the bargaining unit, except for instructional purposes or in the case of legitimate emergency. Emergency includes staff shortage resulting from absence of Employees who cannot be replaced under the terms of this Agreement. Volunteers and other non-bargaining unit persons shall not do the work performed by members of the bargaining unit except in the case of legitimate emergency. As needed for seasonal vacation needs, between May 15 and September 15 and between December

15 and January 15, temporary Employees may be hired to do bargaining unit work for up to four (4) months.

Section 5. If the Employer should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall within any classification covered by this Agreement, and yet involves duties which render the Employee subject to this Agreement, the wage rate of such Employee shall be determined by negotiations between the Union and the Employer. If the parties are unable to agree on a wage rate, the matter shall be submitted to arbitration. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position or change in the duties of the existing position.

Section 6. The Union, on behalf of the Employees, agrees to cooperate with the Nursing Facility to attain and maintain all efficiency and optimum patient care and the Nursing Facility agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

Section 7. Probation. Newly hired Employees will be on probation for ninety (90) days, during which time there will be no right of grievance for discharge. Upon successful completion of probation, seniority will revert to the date of hire.

Section 8. New and Expanded Facilities. This Agreement shall apply at any location to which Lakewood of Voorhees may move. This Agreement shall apply to any extension of Lakewood of Voorhees and to any facility under its principal direction and control.

Section 9. Subcontracting. The Employer will subcontract the work of a department only if the subcontractor agrees to be bound by the provisions of this Agreement.

Section 10. Per Diem Employees.

(a) Nurses hired by the Employer as per diem employees are not included in the bargaining unit.

(b) Per diem nurses and/or certified nursing aides hired by the Employer may be utilized for an aggregate of up to an average of 640 hours per pay period in a contract year, but no more than 960 hours per pay period. Within the aggregate number of hours set forth herein, the Employer may use up to an average of 320 nurses hours per pay period in a contract year, but no more than 480 hours per pay period.

(c) Per diem nurses hired by the Employer may receive an hourly rate of up to seventy-five percent (75%) above the then applicable post-probation rate for a regular full time or part time nurses regularly scheduled to work the Monday through Friday shift option (See Article 26(1)(b)).

(d) The Employer agrees to submit monthly reports indentifying per diem usage for pay periods ending in the month to the Union within fourteen (14) days after the end of that calendar month. The reports shall contain the following information for each per diem employee: coded identifying information, job classifications, hourly rates, hours worked per pay

period and gross wages per pay period. Upon written notice from the Union indicating that it has not received the monthly report as prescribed herein, the Employer may cure such deficiency by providing the report within five (5) business days.

(e) Per diem nurses shall be sent home or canceled prior to regularly scheduled employees.

(f) Scheduling:

1. Per diem nurses shall be awarded shifts following the removal of the Daily Sign-Up List pursuant to Article 6(7)(B) of the Agreement.
2. The Employer agrees to meet with the Union to discuss the impact of a layoff on the availability of per diem hours for laid off regular full time and part time employees.

(g) The Employer shall maintain posting of open positions on the nursing schedule that reflect full time or part time positions that are being regularly filled through the usage of per diem employees.

(h) In the event a dispute arises due to the Employer allegedly breaching the terms set forth herein, the Union may immediately refer a grievance to arbitration pursuant to Article 11 of the Agreement. In the event of a grievance pertaining to the violation of Article 1(10)(h), above, the arbitrator may impose remedies in proportion to the severity of the violation, up to and including ordering the cessation of the per diem program.

ARTICLE 2 - UNION SECURITY

Section 1. All Employees on who are members of the Union, shall maintain their membership in the Union in good standing the active payroll as of the effective date of this Agreement, as a condition of continued employment.

Section 2. All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3. All Employees hired after the effective date of this Agreement shall become members of the Union no later than the thirtieth (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.

Section 4. For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required as a condition of membership.

Section 5. Subject to Article 3, Section 4, an Employee who has failed to maintain membership in the Union in good standing as required by this Article shall, within twenty (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.

Section 6. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 3 - CHECK-OFF

Section 1. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first (1st) month following the Employee's thirtieth (30th) day of employment, and remit to the Union, regular monthly dues and initiation fees as fixed by the Union. One half (1/2) of the monthly dues shall be deducted from the paychecks for each of two (2) pay periods in the month. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the Employee's thirtieth (30th) day of employment. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.

Section 2. Upon thirty (30) days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.

Section 3. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

Section 4. Any Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union and the Employer, shall not be required to join and remain a member of the Union as a condition of employment.

Section 5. Such Employees shall be required, as a condition of continued employment, to remit to the Lupus Foundation, to the Sickle Cell Anemia Foundation or to the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time and the same amount as initiation fees and dues are, and remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

Section 6.

(a) If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the Employee's

behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.

(b) Such costs shall include, but not be limited to, the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees, and the fees of the Union's attorney.

(c) The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his own attorney to prosecute his grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employee shall be taken to arbitration.

(d) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employee's pay upon thirty (30) days' written notice from the Union, in accordance with Exhibit "B", attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.

(e) Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 7. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the collective bargaining agreement or (c) layoff from work or (d) 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 an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Sections 1, 4 and 5 hereof. These provisions, however, shall not relieve any Employees of the obligation to make the required dues and initiation fee payments pursuant to the Union Constitution in order to remain in good standing, except as provided in Sections 4 and 5.

Section 8. The Employer shall not be obliged to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, shall have failed to have received sufficient wages to equal the dues or charitable deductions.

Section 9. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the fifteenth (15th) day of each month, together with a list of all Employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted, and their social security numbers. In addition, each month, the Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 5 hereof, together with the amount deducted for each Employee.

Section 10. The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, social security numbers, classifications of work, dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

Section 11. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first (1st) period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199C Credit Union or a credit Union designated by the Union to the credit or account of said Employee. It is understood that such check-off remittance shall be made by the Employer whenever feasible.

Section 12. The Employer agrees to make a payroll deduction once a month from an Employee's pay for the District 1199C Political Action Fund. This deduction shall be made only once per month for those Employees in the bargaining unit authorizing the deduction. Said authorization shall be in the form annexed hereto as Exhibit "D". The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

Section 13. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, or to the credit Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the credit Union, or the charity as the case may be. The Union undertakes to notify the Employer of the revocation or expiration of any check off authorization.

ARTICLE 4 - NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, age, veteran status, handicap or Union activity or non-activity (except as in Article II).

ARTICLE 5 - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 1. Union staff representatives shall have access to the Employer's premises as necessary for the purpose of administering the bargaining unit, after announcing their presence to the Administrator. Staff representatives will not unduly interfere with operations, or pull delegates or other Employees from their assigned duties without the supervisor's approval.

Section 2. Delegates shall have the right to investigate and otherwise prepare and process grievances and to be present at all disciplinary proceedings on their own time when feasible and on work time when necessary, except that disciplinary meetings may take place in the absence of a delegate if a delegate is not in the Nursing Facility and it is necessary to conduct the disciplinary meeting promptly due to the severity of the situation or because of progressive discipline considerations or because the supervisor delivering the discipline is not scheduled to

be in the Nursing Facility for the next several days. (This exception shall not be utilized for the purpose of conducting disciplinary meetings without a delegate present.) When it is necessary for delegates to utilize working time for these purposes, they are required to obtain approval from their supervisor before leaving their assignment and notify their supervisor upon their return. This provision does not require the presence of a particular delegate if such delegate is not available when it otherwise would be appropriate to conduct the disciplinary meeting, provided that the meeting will not be scheduled for the purpose of avoiding the attendance of the particular delegate.

Section 3. The Employer shall try to provide appropriate meeting space upon request of the Union. The Union shall endeavor to make such request adequately in advance.

Section 4. The Employer shall provide one (1) locked enclosed bulletin board for the exclusive use of the Union. Such bulletin board shall be located in a place readily accessible to Employees in the course of their employment.

Section 5. The Employer will schedule delegates so as not to interfere with regularly scheduled Delegate Assembly Meetings of which the Employer has notice, without loss of pay.

Section 6. The Employer shall reimburse delegates for time lost from the Facility to attend to union business away from the Facility, up to an aggregate total of Four Thousand, Two Hundred Dollars (\$4,200) during the period from July 1, 2008 through June 30, 2012, divided (as determined by the Union) between delegates in this bargaining unit and the bargaining unit covering nurses aides, dietary, laundry and housekeeping employees.

ARTICLE 6 - HOURS OF WORK AND SCHEDULING

Section 1. The normal work week shall be defined as the period of time beginning and ending 7:00 a.m. Sunday (6:00 a.m. for Dietary and Laundry), except that the normal work week for employees working under Shift Options (c) and (e) set forth in Article 26 shall be defined as the period of time beginning and ending 7:00 a.m. Saturday.

Section 2. The normal workday shall be for eight (8) hours as heretofore for shifts starting at 7:00 a.m., 3:00 p.m. and 11:00 p.m. These shifts shall continue except that the Employer shall have the right to change starting and stopping times of a shift for a maximum of one (1) hour for good and sufficient operational reason, subject to the following: (i) the Employer shall notify the Union at least two (2) weeks prior to such a permanent change, during which time the Union shall have the opportunity to meet and discuss such changes; and (ii) in connection with temporary changes (defined as up to two (2) weeks), this right shall not be abused, and volunteers shall be sought first, after which the changed hours can be required in accordance with reverse seniority within the classifications and shifts affected, but an Employee will not be disciplined if he or she has bona fide reasons for being unable to change his or her hours of work.

Section 3. Employees shall maintain their current shifts, unless they elect to exercise their rights under the promotion and transfer provisions of this Agreement.

Section 4. Employees shall receive one (1) paid fifteen (15) minute break and one (1) unpaid thirty (30) minute meal break during each shift worked, as heretofore.

Section 5. Completed schedules shall be posted at least thirteen (13) days in advance to cover a four (4) week period. After posting, no Employee's hours will be changed without his or her consent (or unless consistent with this Agreement), except that hours beyond those specified in the shift option may be canceled with at least seventy-two (72) hours' notice due to Employee initiated changes (e.g., cancellation of vacation, personal days, benefit days or other days off or early return from a leave of absence), and due to the hiring of an Employee or a new Employee's early completion of orientation. Employees' requests for cancellation of time off or early return from leaves of absence may be denied if the Employer is unable to reach the scheduled Employee to cancel his or her additional hours with seventy-two (72) hours' notice.

Section 6. The Employer will publish schedules providing adequate staffing levels, thirteen (13) days in advance for each four (4) week period. Each schedule will:

- (a) Give each full-time Employee the number of hours consistent with his/her Shift Option and each part-time Employee the number of hours for which he or she was hired;
- (b) Give each Employee every other weekend off (unless the Employee owes a make-up for missing work on a scheduled weekend) except as specified in the Employee's Shift Option or with the Employee's consent; and
- (c) Schedule no one for more than five (5) successive days of work (unless the Employee owes a make-up for missing work on a scheduled weekend) except with the Employee's consent.

Section 7. Distribution of Additional Hours.

A. Shifts Which Are Available Before "Available Shifts" List is Posted

Commencing with the full four (4) week schedule covering hours to be worked beginning on or after September 1, 1994, the following procedures will be followed:

- (i) Prior to drawing-up of the schedule, sign-up sheets shall be posted, specifying available shifts on particular days, for Employees who wish to work additional shifts to indicate their desire. These sign-up sheets (referred to as the "Available Shifts" List) shall be posted fourteen (14) days (i.e., Monday morning) before the schedule is to be posted and shall be removed subsequent to 8:00 a.m. on the following Monday.
- (ii) Any shifts which remain vacant (after full-time and part-time Employees have been scheduled for their regular hours) shall be assigned, in bargaining unit seniority progression, to Employees who requested the shift on the "Available Shifts" List, in the following order: (a) to Employees who will be eligible only for straight-time pay for the shift; and thereafter, (b) to remaining Employees (i.e., those eligible for time and one-half for any hours on the shift). (If an Employee signs up and has bargaining unit seniority for more available shifts than he or she can be assigned without receiving time and one-half, the Employee will be assigned only the number of shifts for which the Employee will be available for straight-time, unless the Employer begins assigning shifts to Employees who will be eligible for time and one-half.)

(iii) The schedule will be posted thirteen (13) days (i.e., Monday morning) before the first (1st) day to which the schedule is applicable.

(iv) Employees shall cancel, as soon as possible, any extra shifts which they do not desire to work, but no later than 8 a.m. on the day that the Daily Sign-Up List (as referred to in Section 7(B)(i) below) is removed normally one (1) week in advance of the shift. (Example: 8:00 a.m. on Monday for the 11:00 p.m. - 7:00 a.m. shift beginning on the following Monday.) See Section 7(B)(i) for exceptions for Saturdays, Sundays and Holidays.

B. Shifts Which Become Available After "Available Shifts" List is Posted

(i) A sign-up list (referred to as "Daily Sign-Up List" shall be posted, for a day at a time, at least fourteen (14) days before the day to which the sign-up sheet is applicable. The Daily Sign-Up List will be subdivided by shift and day. Employees desiring to work additional hours on the day to which the Daily Sign-Up List is applicable may specify their availability. The Daily Sign-Up List will be removed at or after 8:00 a.m. one week in advance of the day to which the Daily Sign-Up List is applicable, and a copy subsequently posted by 5:00 p.m. on the same day, indicating those employees who have been selected to work the shifts. The selection shall be based upon bargaining unit seniority on a straight time basis and, thereafter, bargaining unit seniority on a time and one-half (1-1/2X) basis as described in Section 7(A)(ii) above. (Exceptions: (1) For shifts on Saturdays and Sundays, the Daily Sign-Up List will not be removed until on or after 8:00 a.m. on the Monday prior to the day to which it applies, and a copy subsequently posted by 5:00 p.m. on that same day; and (2) the Daily Sign-Up List will not be removed or subsequently posted on contractual holidays until the following day.

In the case of holidays specified in Article 7 below, the DSL will be posted at least twenty-one (21) days before the holiday (instead of fourteen (14) days before the holiday) and will be removed on or after 8:00 a.m. fourteen (14) days in advance of the holiday (instead of seven (7) days before the holiday).

(ii) A copy of the re-posted Daily Sign-Up List, indicating those employees who have been selected to work the shifts will be given to the receptionist. Employees who request additional shifts are expected to contact the receptionist Monday through Friday between 9 a.m. and 5 p.m. if they are not to be at the Facility (for any reason) prior to the day covered by the re-posted Daily Sign-Up List.

(iii) In the event that shifts become vacant following the re-posting of the Daily Sign-Up List, the Employer shall contact and offer the shift(s), in bargaining unit seniority progression in the following order: (a) to those Employees on the Daily Sign-Up List for the specific shift who have indicated their desire to be contacted and who are available for straight-time pay for the shift; (b) to remaining Employees on the Daily Sign-Up List for the specific shift (i.e., those eligible for time and one-half for any hours on the shift) who have indicated their desire to be contacted for that shift; and (c) at the Employer's option, either:

- to employees in the building who volunteer to work extra hours; or

- to other employees who are available for straight time pay for the available shift; and, thereafter to the remaining employees (i.e. those eligible for time and one-half for any hours on the available shift).
- Per diem nurses.

Whenever the Employer may utilize volunteers in the building, it will post a sign-up list at least thirty (30) minutes before the beginning of the shift and will award the additional hours on a seniority basis among the employees in the classification who are in the building.

C. Example.

For the four (4) week period from September 18, 1994 through October 15, 1994, the following will occur:

- (i) The Available Shifts List will be posted on Monday morning, August 22.
- (ii) The Available Shifts List will be removed at or after 8:00 a.m. on Monday, August 29.
- (iii) The schedule will be posted by Monday, September 5, 1994.
- (iv) For Monday, September 19, the Daily Sign-Up List will be posted on or before September 6 (since September 5, 1994 is Labor Day) and will be removed after 8:00 a.m. on Monday, September 12.

A copy of the Daily Sign-Up List for Monday, September 19 will be posted by 5:00 p.m. on Monday, September 12, notifying those employees who have been selected to work the shifts on Monday, September 19.

- (v) This same procedure shall be followed for shifts commencing on Mondays through Fridays, except that a posting may be delayed for one day on a contractual holiday.
- (vi) As noted above, the Daily Sign-Up List will not be removed and subsequently posted for Saturdays and Sundays until the prior Monday, rather than one (1) week in advance. For example, for Sunday, September 25, 1994, the Daily Sign-Up List will be posted on or before Sunday, September 11, and will be removed after 8:00 a.m. on Monday, September 19. It will be posted by 5:00 p.m. on Monday, September 19, notifying those employees who have been selected to work the shifts on Sunday, September 25.

Section 8. The Employer shall have the right to require the least senior Employees, in reverse seniority order, to work additional hours or overtime, whichever applies, where a problem arises:

- (a) Because of Employee-initiated changes.

(b) Because of bona fide terminations.

(c) Because of an Act of God.

Section 9. Employees shall be paid at one and one-half (1-1/2) times their regular rate of pay for all hours in excess of eight (8) hours in a day or forty (40) hours in a week.

Section 10. "Full-time Employee" shall be defined as any Employee regularly paid thirty-two (32) or more hours per week.

ARTICLE 7 - HOLIDAYS AND PERSONAL DAYS
(Not For Employees Working Under Shift Option (c) or (e))

Section 1. All non-probationary Employees regularly working thirty-two (32) hours or more per week shall be entitled to the following paid holidays:

New Year's Day	Independence Day
Good Friday	Labor Day
Memorial Day	Thanksgiving Day
Christmas Day	

Section 2. All Employees working thirty-two (32) hours or more per week shall accrue one (1) personal day each three (3) months to be taken after the three (3) months at a time of the Employee's choice. Employees shall request personal days in writing as early as possible. Those requested at least seven (7) days in advance will not be unreasonably denied. Effort will be made to grant requests for personal days with less notice, provided that this shall not require the Employer to grant such personal days if it will result in a time and one-half situation for the substitute. Not more than three (3) unused personal days may be accrued.

Section 3. If an Employee works a holiday, he or she shall be paid one and one-half (1-1/2) times his or her regular rate of pay and, if non-probationary and working under Shift Option (a), (b), or (d), shall receive an additional day off with pay. Such days off shall be scheduled according to the same procedure which applies to personal days.

Note: Employees working under Shift Options (c) or (e) who work on a holiday designated herein shall receive one and one-half (1-1/2) times his or her regular rate of pay for the hours worked during the holiday but shall not receive an additional day off with pay.

Section 4. If a full-time Employee's regularly scheduled day off falls on a holiday, he or she shall receive either holiday pay or an additional day off, at the Employee's request. Any such day off shall be scheduled according to the same procedure which applies to personal days.

Section 5. Employees shall be scheduled off on holidays on an equitable rotating basis. The Employer will not schedule Employees to work two (2) consecutive holidays. Employees in the same classification who mutually agree to exchange shifts or days off for holidays may do so by giving at least twenty-four (24) hours' advance written notice to their supervisors, provided the switch does not result in additional overtime liability. Employees absent on a holiday that the

Employee was scheduled to work shall make up the holiday in circumstances indicating abuse by the Employee.

Section 6. Holiday pay and personal day pay shall be at an Employee's regular rate of pay.

Section 7. An Employee who, without advance excuse or proven illness, is absent on his or her regularly scheduled shift preceding, or on his or her regularly scheduled shift following, a holiday, will forfeit the holiday pay.

Section 8. Holidays, but not personal days, shall be considered as time worked for the purpose of calculating overtime.

Section 9. Employees regularly working sixteen (16) or more hours per week, but less than thirty-two (32) hours per week, shall receive half (1/2) benefits for holidays and personal days.

Section 10. An Employee whose employment is discontinued for any reason shall receive holiday pay and personal day pay for any unused holidays or personal days, in his or her paycheck covering the pay period during which the Employee's employment was discontinued, except that no holiday or personal day pay shall be paid to an Employee who resigns with less than two (2) weeks' notice.

ARTICLE 8 - VACATIONS

(Not For Employees Working Under Shift Option (c) or (e))

Section 1. Employees shall be entitled to vacation based on the following schedule:

<u>Facility Seniority</u>	<u>Entitlement</u>
Six (6) months	One (1) week (to be charged against first (1st) year's entitlement)
One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Effective July 1, 2011:	
Fifteen (15) Years	Four (4) weeks & Three (3) Days

Section 2. Vacation may be taken in full-day or greater portions of the total entitlement, but may not be taken more than twelve (12) months after it accrues.

Section 3. If a holiday falls within an Employee's scheduled vacation, that day will not be charged against his or her vacation entitlement.

Section 4. Vacations will be scheduled at the Employee's request. Employees are expected, wherever possible, to request vacations at least one (1) week prior to the posting of the schedule to which the vacation applies. The Employer shall only restrict the approval of vacation requested to the degree required for operation of the nursing home.

The Employer shall act on employee vacation requests within two (2) weeks of the request, subject to the following: (i) vacation requests for the summer months (June, July, August, September) shall be made prior to May 1 and acted upon by May 14; (ii) vacation requests for the month of December shall be made prior to November 1 and acted upon by November 14; and (iii) for requests made within two (2) weeks of the time requested, the Employer shall act upon such requests within three (3) business days of the request (excluding Saturdays, Sundays and holidays). Conflicts in vacation requests shall be resolved by bargaining unit seniority.

Section 5. Part-time Employees shall be entitled to a pro-rata portion of the total vacation entitlement, based on hours worked during the two (2) preceding payroll quarters.

Section 6. An Employee whose employment is discontinued for any reason shall receive vacation pay for any unused vacation, in his or her paycheck covering the pay period during which the Employee's employment was discontinued, except that no vacation pay shall be paid to an Employee who resigns with less than two (2) weeks' notice.

Section 7. An Employee may receive his or her vacation paycheck prior to taking vacation, at the Employee's option, provided the Employee submits a request by 9:00 a.m. on Monday of the pay week immediately preceding the vacation. The check will be at wage rates as of the time of preparation; any increase necessary to comply with Section 8 will be adjusted promptly.

Section 8. Vacation pay shall be at an Employee's regular rate of pay, including any weekend differential, at the time the vacation is taken.

Section 9. If sick leave or other authorized leave of absence extends into an Employee's scheduled vacation, the vacation will be postponed and another period chosen by the Employee in accordance with the above provisions.

Section 10. Vacation (as well as benefit days used as vacations) shall be considered as time worked for the purpose of calculating overtime. Vacation and benefit days may be cashed-in by the Employee, at the Employee's option, in lieu of taking the paid time off, when an Employee accepts hours on a day on which the employee previously scheduled a vacation or benefit day, such payment for the vacation, personal or benefit day shall be treated as re-purchased time rather than hours worked for purposes of calculating overtime.

Section 11. An Employee on layoff will accrue, if he or she returns to work, credit toward vacation of the lesser of sixty (60) days or the length of the layoff.

Section 12. The Employer shall notify each employee on or about the employee's employment anniversary and half anniversary date of his or her accrued vacation time and personal time. Employees shall have thirty (30) days to dispute the accounting of the accrued time; thereafter the employee shall not dispute the accounting.

ARTICLE 9 - DISCHARGE AND PENALTIES

Section 1. The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.

Section 2. The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within seven (7) calendar days. 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 Procedure.

Section 3. All time limits herein specified ending on a Saturday, Sunday or holiday shall be extended to the next weekday.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a complaint of one (1) or more Employees or the Union, arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. Within seven (7) calendar days (except as provided in Article 9 entitled "Discharge and Penalties"), an Employee having a grievance and/or his Union delegate shall take it up with his immediate supervisor. The Employer shall give an answer to the Employee and/or Union delegate within forty-eight (48) hours after the presentation of the grievance in Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2. The grievance shall be reduced to writing, signed by the grievant and/or his Union representative or delegate and presented to the department head. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Employer's Nursing Home Administrator or representative designated by the Employer, or his designee; and he or his designee shall render a decision in writing within five (5) working days after the presentation of one (1) grievance in this Step.

Section 2. Failure on the part of the Employer to answer a grievance at any Step shall not be deemed acquiescence thereto, and the Union may proceed to the next Step.

Section 3. Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified above.

Section 4. All time limits herein specified ending on a Saturday, Sunday or holiday shall be extended to the next business weekday.

Section 5. A grievance which affects a substantial number or class of Employees, and which the Employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

Section 6. The parties agree with the generally accepted labor relations principle that an Employee shall perform a work assignment even if he or she disagrees with it, unless doing so presents a danger to life or limb. Performance of the assignment does not prevent the Employee from filing a grievance.

ARTICLE 11 - ARBITRATION

Section 1. A grievance which has not been resolved may, within thirty (30) working days after completion of Step 3 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. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3. The Award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

Section 4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Article 10 entitled "Grievance Procedure," and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

Section 5. Expedited Arbitration for Discharge Cases Only.

The parties agree that discharge cases may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following rules:

(a) Within seven (7) calendar days after receipt of the Employer's Step 3 Grievance Procedure answer, the Union may request expedited arbitration in a discharge case only by utilizing the following procedure:

(1) The Union shall initially notify the Administrator by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties shall agree on a hearing date within thirty (30) working days of such notification by the Union.

(2) The Union will then confirm in writing to the Employer's Director of Personnel or his designee that it is proceeding to submit the discharge case grievance to the American Arbitration Association and will set forth the agreed-upon hearing date.

(3) The Union shall notify the American Arbitration Association, which shall submit to the parties a list of arbitrators who are available to hear the case on the agreed-upon hearing date.

(b) The arbitrator shall issue a written opinion within thirty (30) days of the close of the hearing.

(c) All other rules and procedures of the regular arbitration procedure shall be applicable to the expedited procedure.

ARTICLE 12 - EFFECT OF LEGISLATION - SEPARABILITY

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, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of New Jersey, such provision shall be superseded by the appropriate provision of such law or regulation, as long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 13 - HIRING

Section 1. It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on jobs in the Nursing Facility, it is therefore agreed:

(a) The Employer shall utilize the Union's Employment Service as part of its recruitment of qualified personnel for bargaining unit job vacancies.

(b) The Employer shall notify the Union's Employment Service of all bargaining unit job vacancies and shall afford the Service twenty-four (24) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

(c) The Employment Service shall be administered by the Union and the costs of operating the Service shall be borne by the Union.

(d) Notwithstanding the foregoing, the Employer retains the right to hire or not to hire applicants referred by the Employment Service, in its sole discretion. The Employer also retains the right to hire applicants from other sources in the event the Employment Service does not, within such twenty-four (24) hour period, refer applicants who are qualified in the Employer's sole discretion.

(e) The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of patients.

ARTICLE 14 - PERSONNEL PRACTICES

Section 1. Minor infractions on the Employee's record shall be cleared after one (1) year, if there are no infractions during that year.

Section 2. The Employer will make provisions for the safety and health of the Employees.

ARTICLE 15 - MANAGEMENT RIGHTS, RESPONSIBILITIES
AND FUNCTIONS

Section 1. Except as this Agreement otherwise provides or restricts, the Nursing Facility retains exclusive rights to management functions and responsibilities. More specifically, the Nursing Facility reserves the rights: to establish and administer policies and procedures related to patient care, research, education, training, operations, services and maintenance of the Nursing Facility; to promulgate reasonable work rules and regulations; to introduce new and improved working methods or facilities or procedures or equipment, regardless of whether or not the same cause a reduction in the working force; to carry out the ordinary and customary functions and responsibilities of management; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote and transfer; to layoff or recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classifications; to determine operation or services; to determine staffing ratios, plans and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the Nursing Facility; to determine the number, location and operation of any and all divisions, departments and any and all other units of the Nursing Facility; to determine the assignment of work and the size and composition of the workforce; to determine the qualifications required, provided the Union may challenge, as arbitrary and capricious, the Nursing Facility's establishment of new qualifications (not required by regulations) as they apply to non-probationary employees; to determine and assign all personnel to such duties which are consistent with good patient care and with management responsibilities, rights and functions; to make or change the Nursing Facility's rules, regulations, policies and practices, and otherwise generally to manage the Nursing Facility; to obtain and maintain full operating efficiency and optimum patient care; and in all regards to direct the work force of Employees.

Section 2. The Union recognizes the right of the Nursing Facility to make such reasonable rules and regulations as do not conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the Nursing Facility and, after advance notice thereof to the Union and the Employees, to require compliance therewith by Employees; the Union reserves the right to question the reasonableness of such rules and regulations through the Grievance Procedure.

ARTICLE 16 - NO STRIKE OR LOCKOUT

Section 1. No Employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Nursing Facility.

Section 2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Nursing Facility or ratify, condone or lend support to any such conduct or action.

Section 3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Nursing Facility occur, the Union, within twenty-four (24) hours of a request by the Nursing Facility shall:

- (a) Publicly disavow such action by the Employees.
- (b) Advise the Nursing Facility in writing that such action by Employees has not been called or sanctioned by the Union.
- (c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
- (d) Post notices at Union bulletin boards advising that it disapproves such action and instructing Employees to return to work immediately.
- (e) Take other steps reasonably calculated to terminate such action.

Section 4. The Nursing Facility agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE 17 - SICK LEAVE

(Not For Employees Working Under Shift Option (c) or (e))

Section 1. Employees may elect one (1) of the following options:

(a) Twelve (12) Sick Days/Year Option: Under this option, Employees shall be entitled to twelve (12) sick days per calendar year, accrued at a rate of one (1) per month. Sick leave may be used for the second (2nd) consecutive day of illness and thereafter. In the event of hospitalization, it can be used from the first (1st) day. As in the past, each July and January, Employees have the option of selling back a portion of their accumulated sick leave in excess of twenty-four (24) days.

(b) Eight (8) Sick Days/Year Option: Under this option, Employees shall be entitled to eight (8) sick days per calendar year, earned at the rate of two-thirds (2/3rds) day per month. Sick days earned while an Employee is employed under this option may be used beginning on an Employee's first (1st) day of absence. Each December, Employees have the option of selling back all unused sick days earned during the calendar year preceding December. Sick days earned in prior calendar year may not be sold.

Notes:

(1) Sick days previously accrued under this option shall be used in their entirety before an Employee may utilize sick days accrued prior to January 1, 1992 and sick days accrued under the Twelve (12) Sick Days/Year Option.

(2) Sick days previously earned on the basis of "second (2nd) day paid" can be used only on the second (2nd) consecutive day of absence or thereafter.

Example: On July 1, 1995, an Employee has four (4) sick days accrued under the Eight (8) Sick Days/Year Option and three (3) sick days carried over to January 1, 1995 from the prior year (earned on the basis of "second (2nd) day paid"). If the Employee is absent on July 2 (through 5 and again on July 9 through 12, the Employee would be paid for the entire July 2 through 5 period (utilizing his 1995 sick leave) and for July 10 through 12 (utilizing his 1994 sick leave), but not for July 9, since his 1994 sick leave was earned on the basis of "second (2nd) day paid" and therefore may not be utilized for the first (1st) day of absence.

(3) Employees may switch between the Twelve (12) Days/Year Option and the Eight (8) Days/Year Option on an annual basis by notifying the Employer in writing on or before December 31 of the prior calendar year. An Employee shall remain on the option previously selected if a written notice is not received by December 31. (New hires shall elect an Option prior to the end of their probationary period; if no Option is selected, the Twelve (12) Days/Year Option shall be applicable.)

Section 2. Part-time Employees shall be entitled to a pro-rated portion of the total entitlement.

Section 3. Sick leave may be accumulated up to thirty-six (36) days.

Section 4. Whenever possible, Employees shall notify the Employer at least two (2) hours before the start of their shift, if they are going to call out sick. Exceptions will be made for emergencies. In order to facilitate proper staffing, Employees are encouraged to notify the Employer as soon as possible in the event of illness. This provision shall not be abused.

Section 5. In the event that an Employee becomes eligible for benefits under the New Jersey Workers Compensation Law, due to illness or injury as a result of employment, the Employee may use his accumulated sick leave during the first seven (7) days of time lost due to such illness or injury.

Section 6. The Employer shall furnish the Union with the name of its workers compensation insurance carrier and policy number upon execution of this Agreement.

Section 7. Pay for any day of sick leave shall be at the Employee's regular pay. However, in the event that an Employee's illness extends beyond seven (7) consecutive days, then the Employer will pay to the Employee, to the extent of any sick day to which the Employee is entitled, one-third (1/3) of a day's pay to supplement disability benefits paid under New Jersey Disability Insurance (or the Union benefit funds whichever is applicable) which amount to two-thirds (2/3rds) of a day's pay, to make a total of one (1) full day's pay.

When a bargaining unit Employee is out of work due to an injury or illness, after he or she has exhausted disability benefits and still has accrued sick leave, this sick leave accrual may be used.

Section 8. If an Employee leaves work early due to sickness or otherwise, the Employee shall be paid only for hours worked. (The Employee also may use accumulated sick time.)

Section 9. An Employee whose employment is discontinued for any reason shall be paid for all unused accumulated sick leave earned under the Eight Day Option (Article 27(1)(b)) and all unused accumulated sick leave in excess of twenty-four (24) days earned under the Twelve Day Option (Article 27(1)(b)), in his or her paycheck covering the pay period during which the Employee's employment was discontinued, except that no accumulated sick leave shall be paid to an Employee discharged for just cause or who resigns with less than two (2) weeks' notice.

Section 10. The Employer shall notify each employee on or about the employee's employment anniversary and half anniversary date of his or her accrued sick time. Employees shall have thirty (30) days to dispute the accounting of time; thereafter the employee shall not dispute the accounting.

ARTICLE 18 - SENIORITY

Section 1. "Bargaining unit seniority" shall be defined as the total length of time an Employee has been employed by the Employer in the bargaining unit. "Facility seniority" shall be defined as the total length of time an Employee has been employed by the Employer at this Nursing Facility.

Section 2.

(a) An Employee's seniority shall commence upon completion of probation, and shall be retroactive to his or her date of hire.

(b) All seniority shall accrue during a continuous authorized leave of absence provided that the Employee returns to work immediately following the expiration of such leave; during an authorized leave of absence with pay; during a period of sick leave; and during a layoff.

Section 3. Bargaining unit seniority shall apply in all situations involving competitive bidding, e.g., distribution of additional hours, promotion, transfer, layoff and vacation scheduling. Facility seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

Section 4. Promotion and Transfer. All vacancies within the bargaining unit will be posted to the bargaining unit for four (4) days, to include at least one (1) weekend day, unless the Employer polls the employees. If two (2) or more Employees bid for any vacancy, the most senior Employee who bids for the vacancy will be transferred to fill the vacancy, provided he or she has the ability to fill the job requirements. If one (1) qualified Employee bids, he or she will be given the job. Postings for jobs which are posted in anticipation of the possibility that an incumbent in that position may accept another position may be removed in the event that the incumbent in that position is not awarded or does not accept the position.

All bids must be in writing, with a receipt provided by the Employer. The name of the successful bidder, together with the successful bidder's seniority date, will be posted. The successful bidder shall be transferred within forty-five (45) days of the expiration of the job posting.

Job postings will specify the Shift Option and number of hours per week.

Section 5. Layoff. The Employer shall initiate a layoff only for economic reasons. In the event of layoff, the Union and Employees directly affected will be given at least seventy-two (72) hours notice, weekends and holidays excluded.

(a) Temporary Employees will be terminated first.

(b) Probationary Employees will be laid off next.

(c) Non-probationary Employees (including Employees on leaves of absence or returning from leaves of absence) will be laid off by classification in reverse order of seniority (subject to physical ability to do the work required). Required shift reassignment shall be in accordance with seniority.

(d) Delegate Seniority: Delegates of the Union shall be the last laid off in their classification and shifts irrespective of their date of hire.

Section 6. Recall.

(a) Recall rights shall be for the lesser of one (1) year or the length of service.

(b) Recall from layoff will be by classification in reverse order of layoff (subject to physical ability to do the work required).

(c) Notice of recall shall be by certified mail, sent to the Employee's last known address.

(d) Employees shall be required to respond within five (5) days of receipt of notice, and shall return to work no later than two (2) weeks after receipt of notice.

ARTICLE 19 - UNPAID LEAVE

Section 1. Medical Leave.

(a) Whenever an Employee shall become ill, injured or disabled, he or she shall furnish the Employer with a certificate from his or her physician. Medical leave shall be granted for the length of the disability up to twelve (12) months. The Employer, in its discretion, may require periodic call-ins (no more frequently than every two (2) weeks) and examination by the Employer's physician (at its expense). Upon proof of cure, the Employee shall be entitled to return to his or her former position or an equivalent position on the same shift subject to the terms of this Agreement.

(b) With respect to pregnancy, an Employee shall furnish the Employer with a certificate from her physician stating her expected date of delivery. She shall be permitted to work through the term of her pregnancy, subject to her ability to do the job and subject to approval of her physician.

Section 2. Child-rearing Leave. Leave shall be granted for child-rearing purposes for a period of up to six (6) months after the newborn's birth. (In the case of the natural mother, this leave will overlap with her medical leave.) The Employee shall be entitled to return to her former position or an equivalent position on the same shift subject to the terms of this Agreement.

Section 3. Personal Leave. Employees shall be entitled to leaves of absence for other good reasons in the Employer's discretion. Employees shall be entitled to return to their former positions or equivalent positions on the same shift subject to the terms of this Agreement.

Section 4. Union Leave. Employees shall be entitled, once during the term of this Agreement, to leaves of absence of no more than one (1) year to accept a full-time position with the Union. Employees shall be entitled to return to their former positions or equivalent positions on the same shift subject to the terms of this Agreement.

Section 5. Military Leave. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted to Employees. Employees shall be entitled to return to their former positions or equivalent positions on the same shift subject to the terms of this Agreement.

Section 6. FMLA.

(a) The Employer shall comply with the Family and Medical Leave Act and the New Jersey Family Leave Act.

(b) The Employer's compliance with the FMLA shall not result in diminishing any rights concerning leaves otherwise specified in this Agreement. Leaves pursuant to the FMLA shall run concurrently with leaves authorized by other provisions of this Agreement and shall not extend the length of those leaves.

Section 7. Employees on medical leave shall accrue vacation and sick leave for the first sixty (60) days of the leave. Employees on other leaves shall have no accrual.

Section 8. Outside Employment During a Leave of Absence. During a leave of absence, an employee is prohibited from:

(a) Accepting work during hours when the Employee normally would be working for the Employer in accordance with the Employee's shift and shift option, unless the Employee has first offered to work for the Employer during such hours.

(b) Accepting work during any hours from an employer for whom the Employee had performed no work prior to requesting the leave, unless the Employee has first offered to work for the Employer during such hours.

ARTICLE 20A - GROUP LEGAL SERVICES FUND

Section 1. The Employer shall contribute monthly to the Trustees of the District 1199C, National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter

referred to as "Group Legal Services Fund") a sum of ten cents (10¢) per hour per Employee for all hours paid for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

Section 2. Such payments by the Employer shall be made monthly based on the previous month's payroll. Contributions so received by the Trustees shall be used to provide Employees with legal services and related benefits, as the Trustees of said Fund may from time to time determine.

Section 3. The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by the Employers which contribute to the Fund. The Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

Section 4. Payments shall be made no later than the tenth (10th) day of the month following the date on which the payroll period for the preceding month is concluded. Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

Section 5. An independent audit of the Group Legal Services Fund shall be made annually, and a statement of the results thereof shall be furnished to the Employer. The Employer agrees to make available to the Group Legal Services Fund any such records of Employees as names, classifications, dates of hire, hours of work, social security numbers, accounts of payroll and/or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

Section 6. The Group Legal Services Fund shall be operated at all times pursuant to the provisions of Section 302 of the National Labor Relations Act, as amended, and all prevailing federal and state laws as well as the canons of professional ethics governing the operation of group legal service programs. No funds contributed by the Employer pursuant to this Article shall be used to finance litigation by Employees of the Employer against the Employer or the Union.

Section 7. Any dispute which may arise between the parties as to a claim that any payment to the Fund under this Article is overdue and interest, if any, due thereon shall be handled in accordance with the Arbitration Article of this Agreement.

ARTICLE 20B - TRAINING AND UPGRADING FUND

The Employer will contribute to the Trustees of the District 1199C Training and Upgrading Fund a sum of money equal to one and one-half percent (1-1/2%) of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary periods. Contributions so received by the Trustees shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders; and to subsidize Employees in training and, when necessary, the costs of training

in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs. The Trustees of the Training and Upgrading Fund shall be composed of an equal number of representatives designated by the Union and by the Employers. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration. The Employer agrees to make available to the Fund such records of Employees as names, classifications, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund, or which may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

ARTICLE 21A - MEDICAL INSURANCE

Section 1. The Employer will provide and pay for coverage under Aetna's POS Plan for non-probationary Employees regularly working thirty-two (32) hours or more per week, as well as Employees working Shift Options (c) or (e), as per their election of coverage provided they contribute, through payroll deduction, the following co-payments toward the monthly premiums:

<u>Coverage</u>	<u>Weekly Employee Payment Effective 7/1/06</u>
Single	0
Parent/Child(ren) &	\$ 12.50
Husband/Wife	\$ 12.50
Family	\$25.00

Section 2. After notice to the Union and giving the Union an opportunity to discuss, the Employer may substitute other plans for this plan during the term of this Agreement, provided that the substituted plans are reasonably comparable, for the bargaining unit as a whole, compared to the current plan.

Section 3. Employees regularly working twenty-four (24) or more hours per week, but less than thirty-two (32) may elect to receive pro-rated health insurance as provided in Section 1. The Employer shall pay a prorated portion of the premiums (using a denomination of forty (40) hours as the hours worked by full-time employees), and the Employee shall pay the remainder. Calculations shall be based on the two (2) prior payroll quarters. For newly-hired Employees, proration calculations shall be based on the probationary period.

Section 4. Employees regularly working less than twenty-four (24) hours per week are not eligible to participate in the Employer's group health insurance plan.

Section 5. Coverage will begin on the first (1st) day of the calendar month following completion of probation, and will cease upon the earlier of: (i) non-payment of any applicable employee payment; (ii) termination of employment; (iii) the next two (2) premium months after layoff (paid for by the Employer through COBRA payments); (iv) six (6) premium payments by the Employer within a rolling twelve (12) month period measured as of the first of each month (paid for by the Employer through COBRA payments) unless otherwise required by the FMLA, with premium co-pays waived during this six (6) month period; or (v) the beginning of a leave of absence for other than medical reasons, unless otherwise required by the FMLA.

Section 6. Employees regularly working thirty-two hours or more per week, as well as Employees working Shift Options (c) or (e) may elect to reject this health insurance in return for which they will receive sixty cents (60¢) per hour for each compensable hour.

Section 7. (a) The Employer shall reimburse Employees hired on or before October 28, 2005 in accordance with the following chart, for expenses incurred beginning December 1, 2005. The Employer shall reimburse Employees hired beginning October 29, 2005 in accordance with the following chart for expenses incurred beginning January 1, 2008:

HEALTH INSURANCE REIMBURSEMENT CHART¹

Features and Benefits	Aetna Plan: In-Network Reimbursement²
Hospital In-Patient Care	\$250 if employee admitted to an Aetna in-network hospital designated for "maximum benefits" by the 1199C Benefit Fund or a non "maximum benefits" hospital on a validated, emergency basis.
In-Patient Mental Health	\$250 if employee admitted to an Aetna in-network hospital designated for "maximum benefits" by the 1199C Benefit Fund.
In-Patient Substance Abuse	\$250 if employee admitted to an Aetna in-network hospital designated for "maximum benefits" by the 1199C Benefit Fund up to 30 days/yr and 90 days total per lifetime.

¹ Reimbursement applies only if employee has validated out of pocket expense(s) which would have been reimbursed by 1199C Benefit Fund.

² Should in-network co-pays increase, the Employer shall continue to make the reimbursements set forth herein plus the additional cost of the increased co-pays.

Features and Benefits	Aetna Plan: In-Network Reimbursement ²
Emergency Room Care	\$15 at an Aetna in-network hospital (if not admitted to hospital).
Out-Patient Mental Health	\$10 for non-biological visit at Aetna in-network facility designated for "maximum benefits" by 1199C Benefit Fund up to 20 visits/yr.
Out-Patient Substance Abuse	<ul style="list-style-type: none"> - Visits 1-20: \$10 at an Aetna in-network provider. - Visits 21-60: 100%, minus \$5, at Aetna in-network provider.
Skilled Nursing Facility	<ul style="list-style-type: none"> -- 100% employee is charged at Aetna in-network facility designated for "maximum benefits" by 1199C Benefit Fund. -- 100% employee is charged, minus \$25, at Aetna in-network facility not designated for "maximum benefits" by 1199C Benefit Fund.
Doctor/Specialist Office Visit	\$5 at Aetna in-network provider.
Maternity Visit	\$5 at Aetna in-network provider.
Preventative Care	\$5 at Aetna in-network provider.
X-ray and Laboratory Work	\$15 at Aetna in-network provider.
Prescription Drugs	<ul style="list-style-type: none"> -- \$10 generic/\$15 brand at Aetna in-network provider -- mandatory maintenance drugs via mail order at Aetna in-network provider: reimburse 2 co-pays; 1st co-pay per above and 2d co-pay at 100%
Out-Patient Therapy (Physical, Occupational & Speech)	<ul style="list-style-type: none"> -- Visits 1-20: \$15 at an Aetna in-network provider -- Visits 21-60: 100% reimbursed at Aetna in-network provider
Chemotherapy, Radiation & Dialysis	\$15 at Aetna in-network provider.
Vision Care	<ul style="list-style-type: none"> -- \$5 at Aetna in-network provider. -- \$100 for glasses per person every 2 years (including Davis Vision provider)

(b) Valid requests for reimbursement of co-payments received by the Employer by 3:00 p.m. Thursday shall be reimbursed in a separate check on or before 3:00 p.m. the following Thursday.

ARTICLE 21B - DENTAL INSURANCE

Section 1. The Employer will provide and pay for coverage under Aetna's dental plan (offered to the Employer's non-union employees on November 1, 2005) for non-probationary Employees regularly working thirty-two (32) hours or more per week, as well as Employees working Shift Options (c) or (e).

Section 2. After notice to the Union and giving the Union an opportunity to discuss, the Employer may substitute other plans for this plan during the term of this Agreement, provided that the substantial plans are reasonably comparable for the bargaining unit as a whole, compared to the dental plan provided by the Benefit Fund as of October 28, 2005.

ARTICLE 21C - SECTION 125 PLAN

The Employer shall maintain a Section 125 plan pursuant to which Employee contributions shall be deducted on a pre-tax basis. This plan shall have an annual plan year running from July 1 to June 30. The Employer will permit Employees to contribute Five Thousand Dollars (\$5,000) per annual plan year for childcare and Five Hundred Dollars (\$500) per annual plan year for non-reimbursed medical expenses.

ARTICLE 21D - CAMP AND SCHOLARSHIP PROGRAM

Section 1. The Employer shall make Ten Thousand Dollars (\$10,000.00) available per contract year for camp and/or scholarship awards on behalf of Employees' dependents who meet the eligibility requirements for camp and/or scholarship awards established by the Benefit Fund for Hospital and Health Care Employees of Philadelphia and Vicinity.

Section 2. Funds not disbursed from a previous contract year shall roll forward except that the maximum funds available in a contract year shall not exceed Twenty Thousand Dollars (\$20,000.00).

Section 3. The Employer and the Union shall meet to determine the amount of such awards and the mechanism for their distribution.

ARTICLE 21E - DISABILITY

Section 1. The Employer shall reimburse Employees on the payroll as of March 1st of each contract year all payments deducted by the Employer (as identified on the employee's yearly W-2 statement) to pay the employee portion of New Jersey Disability in the previous calendar year. Reimbursement shall be made in the first full pay period after March 1st of each contract year.

ARTICLE 21F - LIFE AND AD&D INSURANCE

The Employer will provide and pay for group life and AD&D insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) covering each Employee. Coverage will begin on the first (1st) day of the calendar month following completion of probation, and will cease upon the earlier of (i) termination of employment; (ii) the next two (2) premium months after layoff; (iii) the next two (2) premium months following the beginning of a medical leave of absence; or (iv) the beginning of a leave of absence for other than medical reasons.

ARTICLE 22 - ENFORCEMENT OF ARTICLES

Section 1. The Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Funds and/or the Union and/or to enable the Funds to comply with the requirements of federal and applicable state law and for the collection of payments due pursuant to Articles 3, 20A, 20B and/or 21A(1).

Section 2. The Employer agrees to make available to the Funds and/or the Union such records of Employees as classifications, names, social security numbers and accounts of payroll and/or wages paid which the Funds and/or the Union may require in connection with their sound and efficient operation or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit accountants for the Funds and/or the Union to audit such records of the Employer.

Section 3. In the event that an Employer fails to make payment of contributions or sums deducted from Employees as required by Articles 3, 20A, 20B and/or 21A(1), there shall be expedited arbitration thereof before an Impartial Arbitrator pursuant to the provisions of Article 11, Arbitration. Such Arbitrator shall be empowered to:

(a) Direct the remedying of such violations up to the date of hearing that have not been cured.

(b) Direct that there shall be no further violations of such;

(c) Where there has been a previous Award made by the Arbitrator during the life of this Agreement that the Employer has failed to make payment of contributions or other sums as required by Articles 3, 20A, 20B and/or 21A(1), the Arbitrator shall have the power to compel the Employer to furnish the Funds with a Commercial Surety Bond sufficient to guarantee payment to all the Funds and/or the Union for the three (3) months such Bond is to be maintained during the balance of the life of the contract.

(d) In the event that an Employer fails to make payment of contributions or other sums as required by Articles 3, 20A, 20B and/or 21A(1), the Arbitrator shall have the power to require the properly authorized agent of the Employer to sign a Confession of Judgment in the amount of the Award including interests costs, and expenses as hereinabove provided within ten (10) days from the issuance of the Award.

ARTICLE 23 - PROFESSIONAL RIGHTS

Section 1. No Employee shall be required to comply with any rule or perform any procedure which is in violation of state or federal laws or regulations.

Section 2. New nurses shall be given a complete orientation to the Nursing Facility, in accordance with their experience.

Section 3. The Employer shall provide each RN and LPN with a minimum of One Million Dollars (\$1,000,000.00) of malpractice insurance.

ARTICLE 24 - BEREAVEMENT LEAVE AND JURY DUTY PAY

Section 1. Bereavement Leave. An Employee may take paid leave up to three (3) consecutive days in connection with the death of a parent, spouse, brother, sister or child. An Employee may take paid leave of one (1) day in connection with the death of a grandparent or grand child.

Section 2. Jury Duty. An Employee called for jury duty must notify the Employer as soon as possible. He or she will be paid the difference between his or her regular pay for work time necessarily lost and the amount received.

ARTICLE 25 - 401(k) PLAN

Section 1. The Employer shall maintain a 401(k) Plan, paying the basic installation expense for establishing the Plan and the yearly maintenance expense for maintaining it. Contributions are to be made by the Employees, who also are responsible for any per participant service fee. The Employer's obligation under this Section is limited to that permitted by applicable laws.

Section 2. Contributions:

(a) (i) The Employer shall contribute, on behalf of each employee, forty cents (\$.40) per non-probationary hour paid, for a maximum of two thousand and eighty (2,080) hours for the twenty-six (26) full pay periods commencing on or after July 1, 2008 and 2009, respectively, without regard to whether the employee may make matching contributions and (ii) thereafter, the Employer shall contribute, on behalf of each employee, forty-five cents (\$.45) per non-probationary hour paid, for a maximum of two thousand and eighty (2,080) hours for the twenty-six (26) full pay periods commencing on or after July 1, 2010 and 2011, respectively, without regard to whether the employee may make matching contributions.

(b) (i) In addition to the contribution in (a)(i), above, the Employer shall contribute, on behalf of each employee, for each non-probationary hour paid to a maximum of 2,080 hours for the twenty-six (26) full pay periods commencing on or after July 1 of 2008 and 2009, respectively: Fifty percent (50%) of the amount per hour that the employee contributes to the Plan in excess of Twenty Cents (20¢), for a total maximum contributed by the Employer of sixty-five cents (\$.65) including the unmatched contribution under (a)(i), above; (ii) thereafter, in addition to the contribution in (a)(ii), above, the Employer shall contribute, on behalf of each employee, for each non-probationary hour paid to a maximum of 2,080 hours for the twenty-six

(26) full pay periods commencing on or after July 1 of 2010: Fifty percent (50%) of the amount per hour that the employee contributes to the Plan in excess of Twenty Cents (20¢), for a total maximum contributed by the Employer of seventy cents (\$.70) including the unmatched contribution under (a)(ii), above; and (iii) thereafter, in addition to the contribution in (a)(ii), above, the Employer shall contribute, on behalf of each employee, for each non-probationary hour paid to a maximum of 2,080 hours for the twenty-six (26) full pay periods commencing on or after July 1 of 2011: Fifty percent (50%) of the amount per hour that the employee contributes to the Plan in excess of Twenty Cents (20¢), for a total maximum contributed by the Employer of seventy-five cents (\$.75) including the unmatched contribution under (a)(ii), above.

Example No. 1: Effective on or after July 1, 2008.

	<u>Employer Contribution</u>
If the employee contributes no money into the Plan:	40¢
If the employee contributes 30¢ per hour paid into the Plan	45¢
If the employee contributes 60¢ per hour paid into the Plan	60¢
If the employee contributes 70¢ per hour paid into the Plan	65¢

Example No. 2: Effective on or after July 1, 2010.

	<u>Employer Contribution</u>
If the employee contributes no money into the Plan:	45¢
If the employee contributes 30¢ per hour paid into the Plan	50¢
If the employee contributes 60¢ per hour paid into the Plan	65¢
If the employee contributes 70¢ per hour paid into the Plan	70¢

Example No. 3: Effective on or after July 1, 2011.

	<u>Employer Contribution</u>
If the employee contributes no money into the Plan:	45¢
If the employee contributes 30¢ per hour paid into the Plan	50¢
If the employee contributes 60¢ per hour paid into the Plan	65¢
If the employee contributes 80¢ per hour paid into the Plan	75¢

The Employee's contribution shall be deducted on a payroll basis and remitted to the Plan no less frequently than monthly. The Employer's contribution for the twenty-six (26) full pay periods commencing on or after July 1, 2008, 2009, 2010 and 2011, shall be remitted to the Plan on or before August 31 of 2009, 2010, 2011 and 2012, respectively. The Employer shall make contributions into the Plan only for Employees who are employed on the June 30 immediately preceding the date on which the contribution is to be made by the Employer.

Section 3. The Plan shall implement the following six (6) year vesting schedule with respect to the Employer's contributions:

<u>Employee's Employment Anniversary Date</u>	<u>Vesting</u>
2 nd	20%
3 rd	40%
4 th	60%
5 th	80%
6 th	100%

For purposes of this vesting schedule, Employees shall be credited with their Facility Seniority. Employee contributions are vested immediately without regard to the foregoing vesting schedule.

ARTICLE 26- SHIFT OPTIONS

Section 1. Each Employee shall work one (1) of the following Shift Options:

(a) Work five (5) days per week (or less, provided that the number of days per week is regular), but with every other weekend scheduled off (unless the Employee owes a make-up for missing work on a scheduled weekend).

(b) Work five (5) days per week (Monday through Friday). The Employer shall employ the following minimum numbers of professional bargaining unit Employees on a

Monday through Friday schedule, either under this Shift Option or Shift Option (d) below: eight (8) on the 7:00 a.m. shift, six (6) on the 3:00 p.m. shift and three (3) on the 11:00 p.m. shift.

(c) Work three (3) days per week (Saturday and Sunday and one (1) weekday) and be paid for thirty-two (32) hours, and receive benefit days in lieu of paid holidays, vacations, sick leave, personal days, and any other paid days off pursuant to Article 26(4), below.

(d) Work four (4) days per week (Monday through Friday) and be paid for thirty-two (32) hours [or three (3) days per week (Monday through Friday), provided that Employees working three (3) days per week shall not count toward the minimums set forth in Article 26(b) above.]

(e) Work twelve (12) hours on Saturday and twelve (12) hours on Sunday and be paid thirty-two (32) hours and receive benefit days in lieu of paid holidays, vacations, sick leave, personal days, and any other paid days off pursuant to Article 26(4), below. The Employer shall employ a total minimum of four (4) professional employees on the 7:00 a.m. to 7:00 p.m. shift and/or on the 7:00 p.m. to 7:00 a.m. shift.

(f) Work a minimum of four (4) days per pay period (which days may vary per Employer's scheduling needs), no more than every other weekend, subject to the following: (i) the employee will be eligible for time and one-half (1-1/2) for work on a holiday and, in addition, shall receive an additional four (4) hours of pay for each holiday worked, in lieu of a holiday credit or another day off (no holiday credit or another day off if the employee does not work the holiday); (ii) all other benefits as per the contract; (iii) the employee will be eligible to bid for additional shifts in accordance with his or her seniority; (iv) the Employer will post job openings, identifying a specific number of shift hours per pay period (or range if the Employer is flexible with respect to the specified number of shifts); if a range is posted, the announcement will identify the specific number of shifts per pay period associated with the jobs; and (v) maximum of six (6) bargaining unit employees may work this shift option at any given time.

Section 2. Benefit Days.

(a) Benefit days for Options (c) and (e) will be accrued on a pro-rata basis over each pay period, but may be used in full day units only. Employees discharged for just cause shall receive pay for one-half (1/2) of their accrued benefit days. Employees who resign with less than two (2) weeks' notice shall receive no pay for any accrued benefit days.

(b) The Employer shall notify each employee on or about the employee's employment anniversary and half anniversary date of his or her accrued benefit time. Employees shall have thirty (30) days to dispute the accounting of time; thereafter the employee shall not dispute the accounting.

(c) The procedure for requesting benefit days and for the Employer to act on such requests shall be in accordance with Article 8(4) relating to vacations.

(d) Article 8(4) (which addresses the scheduling of vacations) shall be applicable with respect to the scheduling of benefit days, except that Article 7(2) (which addresses the

scheduling of personal days) shall be applicable with respect to single day requests and Article 17(5) (which addresses absences due to sickness) shall be applicable with respect to sickness.

Section 3. When an employee changes shift options, the employcc's rate of pay will be recalculated to reflect the employee's rate of pay as of June 30, 2005 or the employcc's start date, if later, with all subsequent wage adjustments to that shift option.

Section 4. Benefit Time Calculation For 3 for 4 (Article 26(1)(c)) and Twin 12 (Article 26(1)(e)) Shift Option Employees

(a) Benefit time calculation:

<u>Facility Seniority</u>	<u>Hours Accrued Per Pay Period Worked/Paid</u>	<u>Maximum Hours Accrued Per Anniversary Year, Dependent on Number of Pay Periods Worked/Paid</u>
Date of Hire ³	8.615	224
Five (5) years	9.846	256
Ten (10) years	11.076	288
Effective 7/1/11: Fifteen (15) years	11.815	307.2

(b) Employees who have fifteen (15) or more full years of service on or before July 1, 2011 shall receive 19.2 additional hours of benefit time on July 1, 2011. Employees who complete fifteen (15) full years of service after July 1, 2011, shall receive 19.2 additional hours of benefit time on their fifteenth employment anniversary only. (This time incorporates the additional time referenced in Article 26(4)(a), above.)

(c) Employees who utilize benefit time shall have the number of available hours reduced from their bank of benefit time as follows:

	<u>Weekday</u>	<u>Weekend</u>
3 for 4	8 hours	12 hours
Twin 12	N/A	16 hours

³ Benefit time is accrued, but may not be used during probation.

ARTICLE 27 - TRANSFERS BETWEEN SHIFT OPTIONS WITH
BENEFIT DAYS AND THOSE WITHOUT

Under certain circumstances, it will be possible for an Employee to transfer from a Shift Option which provides "benefit days" to one (1) which does not provide "benefit days," and vice-versa. It will be possible also for Employees to transfer from a Shift Option which provides "benefit days" to a different Shift Option which also provides "benefit days." If such transfers occur, it is the intent of the parties that the transferee be neither harmed nor benefited with respect to matters such as vacations, sick days, personal days, or holidays. With this principle in mind, the parties agree as follows:

1. Transfer From Shift Option That Provides Benefit Days

(a) An Employee who transfers from a Shift Option which provides "benefit days" to one which does not provide "benefit days" shall have his/her accrued benefit days converted into hours (at the rate applicable for his/her Shift Option). The Employee shall have the opportunity to be paid for any (or all) of those hours at his/her current rate of pay and to convert any such hours not paid for into vacation days, sick days, and/or personal days at the rate of eight (8) hours per day, provided that no Employee shall be permitted to convert to more than the annual entitlement of vacation days or personal days set forth in this Agreement, nor may any Employee convert to more than thirty-six (36) sick days.

(b) From the date of the transfer forward, the Employee shall be paid for holidays in accordance with Article 7, accrue personal days in accordance with Article 7, and accrue sick days in accordance with Article 17. Vacations shall accrue on a pro-rata basis until completion of the Employee's next anniversary year, whereafter it shall accrue in accordance with Article 8.

2. Transfer From Shift Option That Does Not Provide Benefit Days

(a) An Employee who transfers from a Shift Option which does not provide "benefit days" to one which does provide "benefit days" shall have his/her accrued sick days in excess of twenty-four (24) (up to thirty-six (36)), vacation days, and up to three (3) personal days converted into hours at the rate of eight (8) hours per day. The Employee shall then have the opportunity to be paid for any (or all) of those hours at his/her current rate of pay and to convert any such hours not paid for into benefit days (at the rate applicable for his/her Shift Option). (Note: Accrued sick days not in excess of twenty-four (24) shall not be converted into benefit days. However, such sick days shall be retained for the use of the Employee in accordance with the sick leave provisions of this Agreement.)

(b) From the date of the transfer forward, the Employee shall accrue benefit days in accordance with Article XXV.

3. Transfers Among Shift Options Which Do Provide Benefit Days

Any Employee who transfers from a Shift Option which provides "benefit days" to another Shift Option which provides "benefit days" shall have his/her already accrued benefit days converted into the benefit days (on an hour for hour basis) applicable to the Shift Option into which he/she has transferred.

ARTICLE 28 - WAGES

Section 1. Probationary Rates.

(a) Effective July 1, 2008, the post probation rates shall be as follows:

<u>Shift Option</u>	<u>RN</u>	<u>LPN</u>
3 for 4 & Twin 12	\$22.28	\$18.04
Monday – Friday	\$24.94	\$20.16
Every Other Weekend	\$24.94	\$20.16

(b) The Employer shall increase the post probationary rates to the rates set forth below no later than June 30, 2009.

<u>Shift Option</u>	<u>RN</u>	<u>LPN</u>
3 for 4 & Twin 12	\$22.95	\$18.58
Monday – Friday	\$25.69	\$20.76
Every Other Weekend	\$25.69	\$20.76

(c) The Employer shall increase the post-probation rates to the rates set forth below no later than June 30, 2010.

<u>Shift Option</u>	<u>RN</u>	<u>LPN</u>
3 for 4 & Twin 12	\$23.87	\$19.32
Monday – Friday	\$26.72	\$21.59
Every Other Weekend	\$26.72	\$21.59

(d) The Employer shall increase the post-probation rates to the rates set forth below no later than June 30, 2011.

<u>Shift Option</u>	<u>RN</u>	<u>LPN</u>
3 for 4 & Twin 12	\$24.59	\$19.90
Monday – Friday	\$27.52	\$22.24
Every Other Weekend	\$27.52	\$22.24

(e) The Employer shall increase the post-probation rates to the rates set forth below no later than June 30, 2012.

<u>Shift Option</u>	<u>RN</u>	<u>LPN</u>
3 for 4 & Twin 12	\$25.57	\$20.70
Monday – Friday	\$28.62	\$23.13
Every Other Weekend	\$28.62	\$23.13

Section 2. During probation, the Employer shall pay employees Ten Cents (10¢) less than the applicable post-probation rate.

Section 3. Current employees shall not be affected by increases in these post-probation rates, except that no Employee shall receive less than the starting rate for his or her classification or the post-probation rate if non-probationary.

Section 4. Notwithstanding the provisions of Section 1, the Employer, after notice to the Union and giving the Union an opportunity to discuss, may increase the post probation rates on a per shift option and/or per classification basis by an additional three percent (3%) one time per contract year and may set off such additional increases against future increases to the post-probation rates.

Section 5. Employees employed on the following dates shall receive the following increases in their hourly rates (exclusive of No Frills Rate differentials in Article 28(9), below), commencing with the first full pay period after the specified dates, or the applicable post-probation rate, whichever results in the higher rate for that employee:

<u>Effective</u>	<u>Hourly Increase</u>
07/01/2008	3%
07/01/2009	3%
01/01/2010	1%

<u>Effective</u>	<u>Hourly Increase</u>
07/01/2010	3%
07/01/2011	3%
01/01/2012	1%

Section 6. Shift Differential. All Employees who work the 3:00 p.m. to 11:00 p.m. shift and the 11:00 p.m. to 7:00 a.m. shift shall receive the appropriate shift differential according to the shift which they work and their job title:

	<u>3:00 p.m. - 11:00 p.m. Shift</u>	<u>11:00 p.m. - 7:00 a.m. Shift</u>
Registered Nurses	\$.75 per hour	\$1.00 per hour
Licensed Practical Nurses	\$.25 per hour	\$.25 per hour

Section 7. Weekend Differential for Employees Working Monday Through Friday Or Every Other Weekend Shift Options. All Employees who work the Monday through Friday or Every Other Weekend shift options shall receive a weekend differential for hours worked on a straight time basis only as set forth below:

	<u>Registered Nurse</u>	<u>Licensed Practical Nurse</u>
7:00 a.m. - 3:00 p.m.	\$5.00	\$3.25
3:00 p.m. - 11:00 p.m.	\$6.50	\$5.00
11:00 p.m. - 7:00 a.m.	\$6.50	\$5.00

Section 8. Weekend and Shift Differentials. The Employer after notice to the Union and giving the Union an opportunity to discuss, may institute or increase, as applicable, the weekend and/or shift differential for hours paid on a non-premium basis. The differentials may be instituted or increased on a per shift, per shift option and/or per classification basis to an additional \$5.00 per hour.

Section 9. No Frills Option.

Effective the first open insurance enrollment after July 1, 2008:

(a) Eligibility: All non-probationary employees regularly working thirty-two (32) hours or more per week pursuant to Articles 26(1)(a), (b), (d) & (f). [Excludes special shift option employees.]

(b) Enrollment or Withdrawal from No Frills Option:

1. Upon hire.
2. Current eligible non-probationary employees may elect or withdraw from the No Frills Option during the open enrollment period for the medical plan or in the event of a "life change event" as determined by applicable law.

(c) Eligible non-probationary employees who elect the No Frills Option shall receive the following differentials in addition to their regular hourly rate:⁴

<u>Job Classification</u>	<u>No Frills Rate Differential</u>
RN	\$3.25/hr
LPN	\$2.75/hr

In addition, they would receive (as applicable): 401(k) benefits; payment for holidays worked at one and one-half (1-1/2) times his or her regular rate of pay (but they shall not receive an additional day off); Legal Fund; Training & Upgrading Fund; and right to time off without pay consistent with employees who do not receive the differential.

(d) Eligible non-probationary employees shall not receive (as applicable) health insurance coverage; life insurance; AD&D insurance; dental insurance; camp and scholarship benefits; and all paid time off.

(e) Accrued Time: No Frills Option employees who accrued holiday, personal, vacation and/or sick time before enrollment in the No Frills Option shall be permitted to exhaust this time on the occasion of its use with pay, but without receiving the No Frills rate differential.

⁴ Employees who pass probation shall receive a lump sum payment equal to the number of hours they worked during the pay periods ending on or before the end of their probationary period times the No Frills Rate Differential for their job classification. Payments shall be made in a separate check within thirty (30) days after the end of the probationary period if the employee is on the payroll when the payment is made.

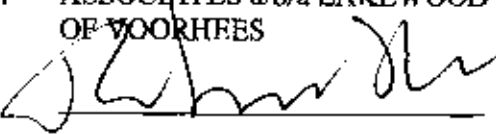
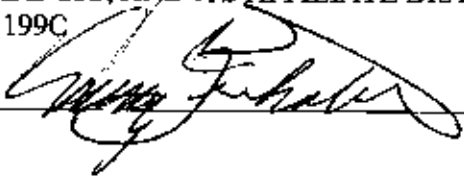
ARTICLE 29- DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing the first (1st) day of July, 2008 and ending at 7:00 a.m. the first (1st) day of July, 2012. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the first (1st) day of July, 2008.

NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME,
AFL-CIO, AND ITS AFFILIATE DISTRICT
1199C

LAKEWOOD OF VOORHEES
ASSOCIATES d/b/a LAKEWOOD
OF VOORHEES



Date _____

Date _____

**EXHIBIT A
DUES CHECKOFF**

Hospital	Social Security No.	Unit Fee	Job Cat.	Dues Amt.	Starting Date

DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY
 National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
 1319 Locust Street, Philadelphia, PA 19107
 APPLICATION FOR MEMBERSHIP

Please Print

Name _____ Date _____

Address _____ Apt. _____

City/State _____ Zip _____

Employed at _____ Dept/Job Title _____

Salary _____ hrs. per week _____ Date Hired _____

Work Phone _____ Home Phone _____

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed _____ Sec. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20__

To: _____ (The Employer)
 You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and

not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law (including section 302(c) of the Labor Management Relations Act of 1947).

Print Name _____ Sec. Sec. No. _____

**EXHIBIT B
CONSCIENTIOUS OBJECTOR**

DATE: _____ TO: _____

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by District 1199C, National Union of Hospital and Health Care Employees as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said Union, and to remit all such deductions so made to the following charity:

This contribution will be deducted from my pay and remitted to the charity no later than the tenth (10th) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at the address of 1319 Locust Street, Philadelphia, Pennsylvania 19107, of such termination, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

In addition to the foregoing, the undersigned hereby authorizes the Employer to deduct in twelve (12) equal monthly installments, the sum assessed by the Union against the undersigned, for fees incurred in connection with representation by the Union at all stages of the grievance procedure, including the reasonable customary fees of the Arbitration, arbitration fees, and the fees of the Union's attorney, as well as such other costs which the Union will assess in connection with that procedure.

Social Security Number _____

Clock Number _____

Department _____

Signature _____

Address _____

**EXHIBIT C
CREDIT UNION CHECKOFF
District 1199C Credit Union**

PLEASE PRINT

NAME _____ SOC. SEC. NO. _____
ADDRESS _____ PHONE _____
CITY/STATE _____ ZIP CODE _____
EMPLOYED AT _____
DEPARTMENT _____ JOB TITLE _____
AMOUNT OF DEDUCTION _____ PER PAY PERIOD _____
SIGNED _____

Credit Union Check-Off Authorization

Effective Date _____

To: _____
(Name of Employer)

You are hereby authorized and directed to deduct from my wages or salary the sum of \$ _____ each pay period not to exceed ten percent (10%) of my wages of each pay period, and to remit such deductions to the District 1199C Credit Union, or to any other credit union in which the Hospital participates (if I so designate), no later than the tenth (10th) day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the District 1199C Credit Union doing business in New York; and in such latter event the same will be in full force and in effect until the loan from the District 1199C Credit Union has been paid in full.

Name _____ Address _____
(print) _____
Signature _____
Social Security Number _____ Job Title _____

EXHIBIT D
POLITICAL ACTION

Political Action—Protection for your future

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____
Address _____ Phone _____
City _____ State _____ Zip Code _____
Employed at _____
Department _____ Job Title _____
Amount of Pledge _____ per month _____ Soc. Sec. No. _____
Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check-Off Authorization

Date _____

To: _____
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ _____ per month, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. _____ Signature _____
Dept. _____ Home Address _____

Seniors Management North

March 9, 2009

Mr. Henry Nicholas
President
District 1199C
National Union of Hospital and Health Care Employees
AFSCME, AFL-CIO
401 East Route 70, Suite 205
Cherry Hill, NJ 08034

Re: Lakewood of Voorhees and Service Workers' Contract
and Professional Employees' Contract - Longevity Bonus

Dear Mr. Nicholas:

The purpose of this side letter is to memorialize the understanding reached with regard to the Longevity Bonus during our negotiations which culminated in the collective bargaining agreement in effect for the period from July 1, 2008 through June 30, 2012:

Full-time employees hired before June 30, 2000 shall receive lump sum longevity bonuses as set forth on the following chart, based upon their hire date, to be paid in the first paycheck following the dates listed below. Part-time employees shall receive a pro rata portion of the applicable bonus for which full time employees are eligible. For purposes of these bonuses, full time employees include employees on shift options of twenty-four (24) hours per week or more. Part time employees are those scheduled to work less than twenty-four (24) hours per week.

	Prior to 07/01/91	07/01/91 - 6/30/93	07/01/93 - 6/30/95	07/01/95 - 6/30/97	07/01/97 - 6/30/00
06/01/09	\$250				
07/01/09		\$200			
08/01/09			\$200	\$200	\$100
12/01/09	\$250				
01/01/10		\$200			
02/01/10			\$100		
Total:	\$500	\$400	\$300	\$200	\$100

1114 Wynwood Avenue, Cherry Hill, NJ, 08002-3250

Phone: 856-663-4044 Fax: 856-663-5708 www.seniorsm.com

Mr. Henry Nicholas
March 9, 2009
Page 2

If the foregoing accurately sets forth the Union's understanding of our agreement, please execute two (2) copies of this side letter and return one (1) copy to me for my file.

Thank you for your assistance.

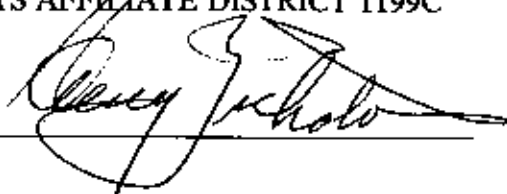
Sincerely,




Robert Sall

AGREED
NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO
AND ITS AFFILIATE DISTRICT 1199C

BY: _____



Date

 Seniors Management
North

March 9, 2009

Mr. Henry Nicholas
President
District 1199C
National Union of Hospital and Health Care Employees
AFSCME, AFL-CIO
401 East Route 70, Suite 205
Cherry Hill, NJ 08034

Re: Lakewood of Voorhees and Service Workers' Contract
and
Professional Employees' Contract – Grandfathered Twin
Twelve Employees Who Have Fifteen (15) Years of
Service

Dear Mr. Nicholas:

The purpose of this side letter is to memorialize the understanding reached with regard to Grandfathered Twin Twelve Employees Who Have Fifteen (15) Years of Service during our negotiations which culminated in the collective bargaining agreement in effect for the period from July 1, 2008 through June 30, 2012:

“Grandfathered” Twin Twelve employees who have fifteen (15) or more full years of service on or before July 1, 2011 shall receive 21.6 additional hours of benefit time on July 1, 2011. Effective July 1, 2011, they shall accrue benefit time pursuant to the following calculation: Hours Accrued Per Pay Period Worked/Paid: 13.292 and Maximum Hours Accrued Per Anniversary Year, Dependent on Number of Pay Periods Worked/Paid: 345.6. Employees who utilize benefit time shall have the number of available hours reduced from their bank of benefit time as follows: 18 hours.

If the foregoing accurately sets forth the Union's understanding of our agreement, please execute two (2) copies of this side letter and return one (1) copy to me for my file.

Thank you for your assistance.

Sincerely,



Robert Sall

Mr. Henry Nicholas

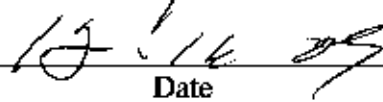
March 9, 2009


Page 2

AGREED

NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO
AND ITS AFFILIATE DISTRICT 1199C

BY: 


Date

 Seniors Management
March 9, 2009 North

Mr. Henry Nicholas
President
District 1199C
National Union of Hospital and Health Care Employees
AFSCME, AFL-CIO
401 East Route 70, Suite 205
Cherry Hill, NJ 08034

Re: Lakewood of Voorhees - Professional Unit Contract -
Shift Option Minimums for Twelve Hour Shifts

Dear Mr. Nicholas:

This letter is intended to confirm the understanding reached between Lakewood of Voorhees Associates d/b/a Lakewood of Voorhees and National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its Affiliate District 1199C during our negotiations which culminated in the collective bargaining agreement in effect for the period from July 1, 2008 through June 30, 2012.

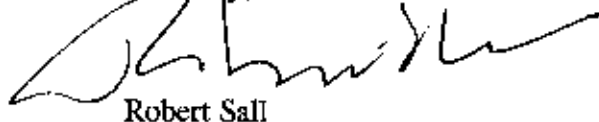
The parties agreed that the minimum number of employees working twelve (12) hour shifts would be a total of four (4) employees working either 7:00 a.m. to 7:00 p.m. shifts on Saturdays and Sundays or 7:00 p.m. to 7:00 a.m. shifts on Saturdays and Sundays, instead of a minimum of two (2) employees on each of these shifts.

It was agreed further that employees currently working these shift options on the date of ratification would not be adversely affected by this contract modification.

If the paragraph accurately sets forth the Union's understanding of our agreement, please execute two (2) copies of this side letter and return one (1) copy to me for my file.

Thank you for your assistance.

Sincerely,



Robert Sall

AGREED
NATIONAL UNION HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO
AND ITS AFFILIATE DISTRICT 1199C

By: 

Date

12/18/09
114 Wynwood Avenue, Cherry Hill, NJ 08002-9276

Seniors Management North

March 9, 2009

Mr. Henry Nicholas
President
District 1199C
National Union of Hospital and Health Care Employees
AFSCME, AFL-CIO
401 East Route 70, Suite 205
Cherry Hill, NJ 08034

Re: Lakewood of Voorhees - Professional Unit Contract
Treatment of the Meal Period

Dear Mr. Nicholas:

This letter is intended to clarify the agreement reached between Lakewood of Voorhees Associates d/b/a Lakewood of Voorhees and National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its Affiliate District 1199C concerning the application of Section 6(4) of the Professional Unit contract in effect through July 1, 2012:

1. Section 6(2) provides that the normal workday shall be eight (8) hours as heretofore. Section 6(4) will provide that employees are to receive an unpaid thirty (30) minute meal break per shift.

2. The following provisions clarify the application of these sections:

(a) Nurses are expected, as necessary consistent with quality resident care, to spend time during shift changes in connection with giving or taking report (i.e., transferring information to nurses on the next shift) or providing resident care. As a result of these functions, a nurse's hours can run for up to eight (8) hours from beginning to end, excluding the unpaid meal break. However, it is recognized that this would be the exception and that the typical duration would be less than eight (8) hours, excluding the unpaid meal break.

(b) Nurses who work a minimum of seven and one-half (7-1/2) hours, excluding the meal break, will be paid for eight (8) hours, whether or not they are required to work the full eight (8) hours.

(c) Employees will receive additional pay for actual work performed before and after their normal scheduled hours (beyond the time spent on giving or receiving report or providing resident care in connection with a shift change), in addition to the eight (8) hour guarantee referenced above. This pay will be at time and one-half even though the thirty (30) minute meal break is unpaid and is unworked.

(d) This side letter shall not apply to nurses on the 11 p.m. shift or working twelve (12) hour shifts who commenced employment prior to ratification. These employees shall be governed by the side letter concerning service workers.

1124 Wrenwood Avenue, Cherry Hill, NJ 08002-1258

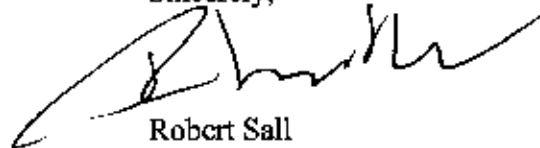
Mr. Henry Nicholas
March 9, 2009
Page Two

3. The following example applies the foregoing understandings: A nurse, working the 7 a.m. shift, punches in at 6:55 a.m., has a half hour meal break, and punches out at 3:22 p.m. The employee is to be paid her guarantee for eight (8) hours at her normal rate of pay. (The employee's total time on the clock, excluding the unpaid meal period, was 7 hours and 57 minutes.)

If the foregoing accurately sets forth our agreement, please execute two copies of this letter and return one to me.

Thank you for your assistance.

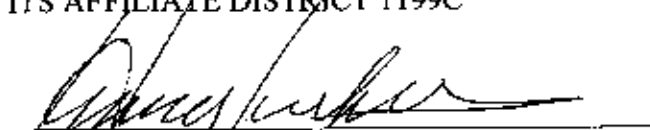
Sincerely,



Robert Sall

AGREED
NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO
AND ITS AFFILIATE DISTRICT 1199C

By:



12/16/09

Date