

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BROOMALL HEALTH CARE GROUP, INC.

AND

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

Effective August 1, 2015, through July 31, 2020

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AGREEMENT

THIS agreement made and entered into this 1st day of August, 2015, by and between Broomall Health Care Group, Inc. (hereinafter referred to as "Employer") and National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its affiliate District 1199C (hereinafter referred to as the "Union"), acting on behalf of the employees of said Employer as hereinafter defined, now employed and hereinafter 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 Employer as well as of its Employees and to avoid interruptions and interferences with services to residents 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 I - RECOGNITION

Section 1.

- (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the Employees in the bargaining unit certified by the National Labor Relations Board in Case No. 4-RC-18079.
- (b) INCLUDED: The bargaining unit shall consist of the following: All regular part-time and full-time non-professional Employees, certified nurses' aides, cooks, dietary Employees, maintenance Employees, housekeepers, laundry aides, recreation aides, activities aides, physical therapy aides and medical supply aides employed at the Employer's Broomall, Pennsylvania facility.
- (c) EXCLUDED: All other Employees, registered nurses, licensed practical nurses, administrators, assistant administrators, administrator trainees, admissions coordinator, Regional Dietary manager, assistant dietary manager, therapists, medical records supervisor, business office manager, office clerical Employees, RN or LPN, in-service training coordinator, social services director, Director of Nursing, confidential secretary, receptionists, unit clerks, maintenance supervisor, cook/supervisor, guards and supervisors as defined in the Act.

- (d) A temporary Employee excluded from the bargaining unit is one who is hired for a period of up to four (4) months and is so informed at the time of hire, and who is hired to fill a temporary job or for a special project or to replace any Employee on leave or vacation. The said four (4) month period may be extended up to an additional two (2) months or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which shall not be unreasonably withheld. However, such an Employee shall become a member of the Union after expiration of such initial or extended period.

Section 2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to be the Employee in the bargaining unit covered by this Agreement, as defined in Article I, Section I hereof.

Section 3. Regular part-time Employees who work twenty (20) hours per week or more in a week covered by this Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro-rata basis related to hours worked, except in order to receive health care coverage and life insurance, the employee must work a minimum of thirty (30) hours per week.

Section 4. If a new classification is established or an existing classification substantially changed, the Employer will assign to it a rate of pay and immediately advise the Union of the proposed rate. The Union shall have the opportunity to discuss with the Employer the duties of the new or changed classification. If the parties are unable to agree to a rate for the classification, such dispute may be submitted through the grievance procedure.

ARTICLE II - UNION SECURITY

Section 1. All Employees on the active payroll as of the effective date of this Agreement shall maintain their membership in the Union in good standing 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 after completion of the probationary period 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/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

- Section 5. Subject to the grievance procedure provisions contained in this Agreement, 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/her 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 III - - 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 pay period following the completion of the Employee's probationary period, and remit to the Union regular monthly dues, initiation fees and/or assessments, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following completion of the probationary period. 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 authorization for deduction must adhere to the same payment procedure by making payments directly to the Union.
- Section 4. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any month, shall fail to receive sufficient wages to equal the dues deductions. Each month the Employer shall remit to the Union all dues and initiation fees deductions made from the wages of the Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.
- Section 5. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work and dates of hire, and the names of terminated Employees together with dates of termination and the names of Employees on leave of absence.
- Section 6. The Employer agrees to make a payroll deduction once each month from an Employee's pay for the District 1199C Political Action Fund. Said

authorization shall be in the form annexed hereto as Exhibit "B." The Employer shall remit the lump sum of all deductions to District 1199C through direct deposit.

Section 7. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from the deductions made by the Employer hereunder. Once the funds are remitted to the Union, their distribution thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. All management functions and responsibilities, which the Employer has not expressly modified or restricted by a specific provision of this Agreement, are retained by and vested in the Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related to resident care, research, training, operations, services and maintenance of the facility; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote, transfer, lay off and recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain the efficiency of the Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation shift or service; to control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operation of divisions, departments and all other units of the Employer, the assignment of work, the right to deny vacations if it would interfere with the efficient operation of the Facility, the qualifications required and the size and composition of the work force; to make or change facility rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the facility, attain and maintain full operating efficiency and optimum, resident care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

Section 2. Supervisors shall be allowed to do bargaining unit work in the following circumstances:

1. In cases of emergencies.
2. For purposes of training.
3. After reasonable efforts have been made to obtain Union staff to perform the duties.

Section 3. The Employer shall have the unrestricted right to install and utilize surveillance cameras within the facility as well as at the entrances and exits of the facility, and around the perimeter of the building and in the parking lot. If the Employer elects to install surveillance cameras within the facility, it will notify the Union in advance and, upon request, will advise the Union as to the location of those cameras, provided the Union agrees to keep such information confidential and not share such information with members of the bargaining unit.

ARTICLE V - NO STRIKE OR LOCK-OUT

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

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, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

The Union agrees that in the event of an unauthorized strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or interference with the operations of the Employer, it will immediately notify the Employees involved of the violation of this Article and advise them to return to work immediately. The Union will also promptly notify the Employer of its actions and that the Employee's action is unauthorized.

Section 3. Those members who continue the unauthorized activity may be discharged or otherwise disciplined subject to the grievance and arbitration Articles of this Agreement.

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

ARTICLE VI - UNION ACTIVITY

Section 1. An authorized representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When a Union representative enters the Employer's premises, he/she shall notify the Administrator or person in charge of his/her visit so that his/her activities do not interfere with patient care or the efficient operation of the facility. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.

- Section 2. A Union delegate who must visit a department other than his/her own for the purpose of investigating a grievance shall be allowed to do so with the mutual permission of the Department Heads involved. Such permission shall not be unreasonably denied so long as it does not affect the efficient operation of the facility.
- Section 3. The Employer shall provide a bulletin board.
- Section 4. The work schedule of employees scheduled for the 3:00 to 11:00 shift only who are elected as Union Delegates shall be adjusted to permit their attendance at Delegate Assembly Meeting provided that the Employer's operation shall not be impaired.
- Section 5. Union delegates shall be granted three (3) unpaid days off in each contract year to attend union seminars and union functions which require delegate's attendance. Delegates must give management written notice at least two (2) weeks prior to such functions.

ARTICLE VII - 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 five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, commencing at Step 3 of the Grievance Procedure.
- Section 3. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and Holidays.

ARTICLE VIII - GRIEVANCE PROCEDURE

- Section 1. A grievance shall be defined as a dispute or complaint arising 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 five (5) calendar days (except as provided in Article entitled "Discharge and Penalties"), an Employee having a grievance and/or his/her Union Delegate or other representative shall take it up with his/her immediate supervisor. The Employer shall give an oral answer to the Employee and/or Union Delegate or other

representative within five (5) working days after the presentation of the grievance.

Step 2. If the grievance is not settled in Step 1, the grievance may be presented in Step 2, within five (5) working days after the answer in Step 1. The grievance shall be reduced to writing, signed by the grievant and his/her Union representative, 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 be presented in Step 3, within five (5) working days after the answer in Step 2. A grievance shall be presented in this Step to his/her Employer's facility Administrator or designee; and he/she or his/her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this Step.

Section 2. 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 3. Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 4. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays.

Section 5. A Grievance which affects a substantial number, i.e. three (3) or more, 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 time limits and procedure provided in this Article for the presentation and appeal of a grievance at any Step are absolute, and the failure of the Union or the aggrieved Employee to proceed at any Step within the time period prescribed or in the manner prescribed shall constitute the Union's acceptance of the Employer's position. Failure on the part of the Employer to answer a grievance at any Step allows the grievance to proceed to the next Step. The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any Step may be extended by mutual written Agreement of the Union and the Employer.

ARTICLE IX - ARBITRATION

- Section 1. A grievance that 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 Employer or 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 arbitrator shall be borne by the loser.
- Section 3. If the discharge of any Employee results from conduct relating to a resident and the resident does not appear at the Arbitration, the arbitrator shall not view this as detrimental to the Employer's case.
- Section 4. The arbitrator shall have no power to add to, subtract from, nullify, ignore or modify any of the terms of this Agreement. He/she shall consider and decide only the particular issue presented to him/her in writing by the Employer and the Union, and his/her interpretation or application of the terms of this Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall render no award. No award rendered shall be retroactive beyond the date the grievance was originally filed with the Employer. The award of the arbitrator shall be final and binding on the Employer, the Union and the Employee or Employees involved.
- Section 5. Each arbitration hearing shall deal with not more than one (1) grievance except by mutual written Agreement of the Employer and the Union.

ARTICLE X - PROBATIONARY EMPLOYEES

- Section 1. Newly hired Employees shall be considered probationary for a period of sixty (60) days from the date of employment, excluding time lost for sickness and other leaves of absence, provided that this probationary period can be extended for an additional thirty (30) days with consent of the Union which will not be unreasonably denied.
- Section 2. During or at the end of the probationary period, the Employer may suspend, demote, discipline or discharge any such Employee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XI - SENIORITY

- Section 1. Definition.
- (a) Bargaining unit seniority is defined for the purposes of this Agreement as the length of time an Employee has been continuously employed from the

employee's most recent date of hire with the Employer (Broomall Health Care Group, Inc.).

- (b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a department from the employee's most recent date of hire with the Employer (Broomall Health Care Group, Inc.).
- (c) For purposes of this Section only, employees with six (6) or more years of service at the Facility at the time the Facility was purchased by Broomall Health Care Group, Inc. will receive vacation and seniority for purposes of layoff based on all their full years of service at the Facility.

Section 2. Accrual.

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- (b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay for a period of up to four (4) months for Employees with more than one (1) year of seniority. Benefits will not be accrued or paid during such a leave, except for payment of earned vacation.
- (c) Classification seniority shall accrue during the periods specified in (b) above during the time an Employee works in a specific job classification.
- (d) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become regular Employees, then their seniority shall be retroactive to their date of employment.

Section 3. Loss of Seniority. Seniority and the employment relationship shall cease if any of the following occur:

- (a) The Employee is discharged for just cause.
- (b) The Employee quits or retires.
- (c) The Employee is absent from work for two (2) consecutive working days without prior and proper notification to the Employer, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period.
- (d) The Employee, when recalled from layoff, fails to inform the Employer of his/her intent to return to work within three (3) calendar days after the date on which the notice of recall is received at the Employee's address as shown on the records of the Employer or he/she fails to report to work

when scheduled to report by the Employer. Employee notices will be sent by certified mail, a copy of which will be sent to the Union.

- (e) The Employee fails to return to work on the day following the expiration of a leave of absence or vacation, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period.
- (f) While on leave of absence, takes another job during his/her normal working hours without written permission of the Administrator.
- (g) Falsifies the reason for a leave of absence, whether such leave is paid or unpaid.
- (h) The Employee becomes totally and permanently disabled.
- (i) The Employee is laid off for six (6) consecutive months or the length of the Employee's service, whichever is less.
- (j) The Employee is incarcerated for a period of three (3) days or more, it being understood that if the Employee is later acquitted or not charged with a crime, he/she will be reinstated.

Section 4. Application.

- (a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

Section 5. Layoff.

- (a) In the event a layoff becomes necessary within a job classification, Employees not covered by this Agreement in the job classification will be laid off first, then probationary Employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary Employees shall be the next laid off on the basis of their classification seniority.
- (b) In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a less senior Employee in another classification in another department, which the Employee has the ability and qualifications to perform and has held that job classification at this Facility in the past, then job classification seniority shall prevail in assigning such Employees scheduled to be laid off to such position. This provision is not intended to circumvent the job posting provision of this

Agreement. When an Employee fills a vacant position or exercises his/her bumping rights, he/she shall be paid the wage rate of said position. When an Employee exercises such bumping rights, he/she will bump the least senior Employee in that classification.

- (c) For the purpose of layoff, all delegates will have super seniority.
- (d) Part-time Employees shall be given the option of becoming full-time Employees before the Employer hires from the outside.

Section 6. Temporary Transfer. The Employer shall have the right to transfer Employees to another job classification on a temporary basis. An Employee so assigned to a different classification for the convenience of the Employer will be paid the rate of pay which he/she received in his/her regular classification or the rate of pay of the classification to which he/she is temporarily assigned if the Employee is assigned to a higher classification for a minimum of two (2) hours, whichever is higher.

Section 7. Seniority List. A seniority list of Employees will be posted by the Employer in the facility. If any Employee disputes any seniority dates shown on such list, such dispute shall be handled through the grievance procedure, except that the time for presenting any such grievance shall be extended to twenty-five (25) calendar days after the date on which those dates first appear on a list posted by the Employer. If an Employee is on an approved leave, he/she will have twenty-five (25) days upon his/her return to contest the posted seniority date. The Employer shall update the seniority list not less frequently than once every six (6) calendar months. The Employer will furnish the Union with a copy of the seniority list and each update thereof.

Section 8. Recall.

- (a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability and qualifications to do the work and if not, the next senior qualified Employee will be recalled, and so on. When an Employee is recalled to a job other than his/her regular job and which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing.
- (b) Probationary Employees who have been laid off have no recall privileges.

ARTICLE XII - SHIFTS

- Section 1. Regular full-time Employees shall work on the shift, shifts, or shift arrangement for which they were hired. This should not be construed as restricting voluntary acceptance of work. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working, and if more than one (1) Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, the Employee shall have preference in filling vacancies on another shift in the same classification in which he/she is then working over new Employees.
- Section 2. Employees may trade days off provided they do so within the same week and provided it does not cost the Employer any additional money as overtime. The change request must be in writing and submitted to the supervisor or designee for his/her written approval prior to the change. Both Employees must sign the request before the change will be considered.
- Section 3. Employees on the payroll on or before the date of ratification will be scheduled for every other weekend off. For those employees hired after the date of ratification, the Employer will endeavor to give these employees every other weekend off.

ARTICLE XIII - HOURS OF WORK

- Section 1. An Employee shall receive an unpaid lunch period of thirty (30) minutes during a shift lasting at least seven and one-half (7.5) hours.
- Section 2. An Employee shall receive a paid break period of fifteen (15) minutes in the first four (4) hours of a shift lasting at least four (4) hours and a paid break period of fifteen (15) minutes in the second four (4) hours of a shift lasting seven and one-half (7.5) hours.
- Section 3. Regular part-time Employees shall be defined as those Employees who are normally scheduled for a minimum of twenty (20) hours per week, but less than sixty (60) hours per pay period.
- Section 4. Employees shall not be required to make up weekends not worked due to vacation or in the event an Employee has missed three (3) consecutive days in a week including the weekend.
- Section 5. The payroll work week is Sunday through Saturday.
- Section 6. Any employee in the Maintenance Classification on the date of ratification will maintain his current schedule, i.e., forty (40) hours per week. Any

employee classified as a maintenance employee after the date of ratification will work the schedule required by the Employer.

ARTICLE XIV - OVERTIME

- Section 1. Overtime pay shall be paid at the rate of one and one half (1-1/2) times the regular rate of pay. All Employees shall be paid overtime pay for all hours worked in excess of forty (40) hours per week. Overtime shall not be pyramided.
- Section 2. The Employer will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees, whenever possible.
- Section 3. The Employer may require employees to work overtime under the following conditions:
- (a) Volunteer employees in the classification where the overtime opportunity exists shall fill overtime opportunities. In the event there is more than one volunteer, the most senior employee shall be awarded the overtime opportunity. An employee who volunteers for overtime shall be deemed to have worked his/her one required shift during that rotation as set forth in (b) below.
 - (b) Overtime will be rotated so that no employee shall be required to work overtime twice until such time as all employees in the classification working in the Facility at the time the decision is made have been required to work overtime at least once.

ARTICLE XV - GENERAL PROVISIONS

- Section 1. The Employer shall continue the past practice of providing a break room. The Employer agrees to place a locking mechanism on current break room doors to provide access for employees only.
- Section 2. The Employer will continue to maintain the past practice of pulling Employees to another floor.
- Section 3. Each full-time employee who has completed his probationary period and is required to wear a uniform shall receive a uniform allowance of \$75.00 in July of each year and an additional \$75.00 in February of each year. Each part-time employee who has completed his probationary period and is required to wear a uniform shall receive a uniform allowance of \$35.00 in July of each year and an additional \$35 in February of each year. The employee's status as full or part time on the date the payment is made will determine the amount to which the employee is entitled.

If the Employer requires employees to wear a specific type of footwear, effective January 1, 2016, each full-time employee who has completed his

probationary period will receive a forty dollar (\$40.00) shoe allowance annually, and each part-time employee who has completed his probationary period will receive a forty dollar (\$40.00) shoe allowance every other year.

- Section 4. If the Employer requires a physical examination for current employees, this shall be provided at no cost to employees. This shall not apply to new Employees.
- Section 5. If an Employee is called to take care of a resident on his/her lunch period, the Employee will be able to resume his/her lunch period.
- Section 6. The Employer agrees to post notice of vacancies for all bargaining unit positions for a period of five (5) days.
- Section 7. All payroll errors, which are the fault of the Employer and which exceed twenty-five dollars (\$25.00) or more, shall be corrected within four (4) working days from the date the Employee notifies the Employer of the error.

ARTICLE XVI - PERSONNEL FILES

- Section 1. An Employee, and his/her Union representative and/or delegate, upon written consent from the Employee, may inspect the contents of his/her personnel file under the following terms and conditions:
- (a) He/she must make an appointment with the Personnel Department;
 - (b) He/she will not be paid for the time spent inspecting his/her file;
 - (c) Nothing may be removed from the file; and
 - (d) Nothing may be written by the Employee or his/her Representative or delegate on any papers in the file.
- Section 2. The Company will not consider, for purposes of progressive discipline, a written warning that is over twelve (12) months old unless the employee has committed a similar offense within the twelve (12) month period. After an employee has had no offenses for a period of twelve (12) consecutive months, the Company will not consider any previous written warnings for purposes of progressive discipline.

ARTICLE XVII - MISCELLANEOUS

- Section 1. Correct Home Address and Phone Number. It is the obligation of every Employee, including those on layoff, to keep the Employer informed in writing of his/her current home address and telephone number. The Employer's obligation in connection with recall shall end with a notice of recall sent by the Employer by certified mail or telephone to the Employee's

current address as shown on the records of the Employer. A copy of the recall certified letter will be sent to the Union.

- Section 2. Bargaining Unit Work. Supervisors shall not do work normally performed by bargaining unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees. An emergency herein is defined as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.
- Section 3. Change of Starting Time. In the event that the Employer wishes to permanently change an Employee's starting time, the Employer shall notify the Employee in writing of such change two (2) weeks in advance. In the event that the Employer wishes to temporarily change an Employee's starting time due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary, but the Employer will attempt to notify the Employee as far in advance as possible. The provision does not apply to probationary Employees.
- Section 4. Reporting Pay. An Employee who reports for work at the start of his/her regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of four (4) hours' pay at the regular hourly rate of pay or they may be assigned to other work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or causes beyond the control of the Employer.
- Section 5. Unclassified Jobs. 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 the Agreement, the wage rate of such Employee shall be determined by negotiation between the Union and the Employer. 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.

ARTICLE XVIII - RESIGNATION

An Employee who resigns shall give the Employer fourteen (14) calendar days' written notice.

ARTICLE XIX - UNPAID LEAVES

- Section 1. Leaves of Absence. Leaves of absence for personal reasons may be granted to an Employee who has completed four (4) months of service. A leave of

absence may be granted for personal reasons or as provided under the Family Medical Leave Act for up to four (4) months. In the case of leaves under the Family Medical Leave Act, the calculation period shall be a rolling twelve (12) month time frame. Extensions will be considered on a case-by-case basis. Extensions may be granted at the discretion of the Administrator, but the total length of a leave and any extensions may not exceed nine (9) months. Such extensions shall not be unreasonably denied.

The Employee is responsible for requesting such a leave and obtaining management approval prior to his/her absence. An Employee may not accept other employment while on a leave and may be terminated for violation of this provision except where written consent has been obtained from the Employer.

Two (2) weeks prior to returning to work, a written notice must be presented to the personnel clerk or immediate supervisor. When possible, an Employee returning from leave will be assigned to the same or substantially equivalent job. If this is not possible, the Employee will be given preference in filling other jobs for which he/she is qualified, based on seniority.

Falsification of the reason for a leave of absence or obtaining gainful employment during a leave of absence shall be cause for discharge.

Section 2. Military Leave. Notwithstanding any other provision of this Agreement, any Employee with seniority rights who leaves the employment of the Employer to enter the military services of the United States shall have all of the rights of reinstatement and seniority, status and pay provided in the applicable laws of the United States as amended from time to time.

Section 3. Union Leave. An unpaid leave of absence for a period not to exceed two (2) years shall be granted at the Union's request to not more than one (1) Employee who has one (1) or more years of Home seniority in order to accept a full-time position with the Union, provided the employee will receive no fringe benefits during the period of such leave and granting such leave will not interfere with the operation of the Home. Upon request of the Union and with the approval of the Home, such leave may be extended for one (1) additional year.

ARTICLE XX - PAID LEAVES

Section 1. Funeral Leave.

- (a) All employees covered by this Agreement, after completion of the probationary period, will be granted up to three (3) days' funeral leave with pay in the event of the death of their father, mother, current spouse, son, daughter, stepchild, brother, sister, current parent-in-law, grandchild, grandparent or legal guardian. An employee covered by this Agreement,

after the completion of the probationary period, will be granted one (1) day of funeral leave with pay in the event of the death of their brother-in-law or sister-in-law.

- (b) Funeral leave pay will only be paid for those days on which the employee was scheduled to work.
- (c) Employees will be eligible for funeral leave pay from the day of the death through the day after the funeral with the above limitation.
- (d) Funeral leave pay will be paid at the employees straight-time hourly rate of pay and shall be considered as hours worked.
- (e) The Employer reserves the right to require proof of death upon receipt of a request for funeral leave or within a reasonable time following the leave.

Section 2. Jury Duty Pay. The Employer shall grant to all Employees, after completion of their probationary period, who are required to serve on jury service, the difference between the Employee's regular straight-time weekly earnings and any jury fee paid to the Employee up to a maximum of ten (10) days per calendar year. The Employee shall notify the Employer upon receipt of jury service notice as soon as practical. When an Employee is released for a day during any period of jury service, he/she is expected to report to the facility for work, if it is a scheduled work day.

Section 3. All paid leaves (e.g., sick leave, holidays, vacations, etc.), except funeral leave, shall not be considered as time worked. .

ARTICLE XXI - HEALTH INSURANCE

The Employer shall provide a health care plan to all full-time employees who are scheduled to work a minimum of thirty (30) hours per week and who have completed their probationary period. Said health insurance coverage will become effective the first of the month following sixty (60) days of employment. The Employer shall have the right to determine the health care plan to be provided, the benefits and the carrier. The employee contribution for health care will be the same contribution required of unrepresented hourly employees working for the Employer.

ARTICLE XXII - LIFE INSURANCE

The Employer shall provide life insurance policy in the amount of \$15,000 to all full-time employees who are scheduled to work a minimum of 30 hours per week and who have completed their probationary period.

ARTICLE XXIII - SICK LEAVE

- Section 1. Sick leave is defined as the absence of an employee from his regularly scheduled work because of illness or an injury which is non-work related and not compensable under the Pennsylvania Worker's Compensation Laws.
- Section 2. All full-time employees, upon successful completion of their probationary period, will receive a total of five (5) paid sick days. Three (3) of those sick days will be granted on January 1 of each year and the remaining two (2) paid sick days will be granted on July 1 of each year.
- Section 3. Those full-time employees on the payroll as of August 1, 2009, who have six (6) years of seniority or who achieve six (6) years of seniority in the future will receive a total of eight (8) paid sick days, four (4) of those sick days will be granted on January 1 of each year and the remaining four (4) paid sick days will be granted on July 1 of each year. For purposes of this Section, the Employer will consider all years worked at the Facility, including time worked for previous employers.
- Section 4. An employee will not be disciplined for use of the paid sick days set forth in Section 1 and Section 2 above.
- Section 5. All regularly scheduled part-time employees working twenty (20) hours or more per week who have completed their probationary period shall receive pro-rated sick leave benefits.
- Section 6. Unused sick leave shall be bought back from employees actively on the payroll at the conclusion of each year. Payments for such unused sick leave shall be made in January.
- Section 7. The Employer reserves the right to require a doctor's certificate in order for an employee to receive sick leave for absences of three (3) consecutive days. An employee to qualify for sick leave must notify his supervisor of his absence at least two (2) hours before the start of his regularly scheduled work day unless proper excuse is presented for the employee's inability to call. Employees who have been on sick leave may be required to be examined by the Employer's physician before being permitted to return to duty.
- Section 8. An employee on a leave of absence or on layoff shall not earn sick leave under the provisions of this Article.
- Section 9. Pay for any day of approved sick leave shall be paid at the employee's regular rate of pay.
- Section 10. The Employer shall furnish to the Union the name of its workers compensation insurance carrier and the policy number upon execution of this Agreement.

Section 11. On the Job Injury.

If an employee is injured during the course of any work day and reports the injury to the Employer, the Employer agrees to pay the employee for time lost from work while receiving treatment in a clinic or in a hospital, if required. If, on the orders of a physician, an employee is kept in the hospital or sent home, said employee shall be paid for the balance of the work day at his appropriate hourly rate of pay. It is agreed that compensation for time off as provided for in this Section shall be limited to one (1) day which shall not be charged to the accumulated sick leave.

Section 12. Employees may use sick leave to care for a member of their immediate family. The Employee must call off or let the Employer know as far in advance as is possible. Immediate family is defined as parent, current spouse, child, grandparents, mother-in-law and father-in-law.

ARTICLE XXIV - VACATIONS

Section 1. For the duration of the collective bargaining agreement, the following vacation schedule shall apply for bargaining unit employees:

(a) For employees hired on or before August 1, 2015:

After 1 year of employment -- two (2) weeks' vacation
After 5 years of employment -- three (3) weeks' vacation
After 10 years of employment -- four (4) weeks' vacation

It is understood that for purposes of this section, a year's continuous employment will be calculated from the employee's date of hire with the Employer (Broomall Health Care Group) except those employees who were employed for six (6) years on the date Broomall Health Care Group purchased the Facility will be credited for all full years worked at the Facility, including those years worked for previous employers.

(b) For employees hired after August 1, 2015:

After 1 year of employment -- one (1) weeks' vacation
After 2 years of employment -- two (2) weeks' vacation
After 7 years of employment -- three (3) weeks' vacation

Section 2. Vacation pay for regular part-time Employees shall be prorated and based upon the average weekly hours worked for the fifty-two (52) week period preceding the Employee's anniversary date.

Section 3. No part of an employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year and employees will not be compensated for vacation time not taken.

- Section 4. Vacations shall be granted by seniority on a job classification per department basis and all vacation requests must be in by March 15. Vacation selected after March 15th shall be on a first-come, first-served basis provided that at least three (3) weeks' advance written notice of a desired vacation time is submitted for approval.
- Section 5. Employees shall not be required to make up weekends that fall during their vacation period.
- Section 6. Vacation pay shall be based upon the Employee's regular rate of pay in effect on the first day of his/her scheduled vacation.
- Section 7. An Employee shall be paid his/her vacation pay before starting his/her vacation provided at least two (2) weeks' written notification has been given.
- Section 8. If a Holiday as set forth in Article XXV occurs during an Employee's vacation period, he/she may have his/her vacation period extended an additional day, or he/she may have an additional day scheduled off at the convenience of the Employer and the Employee.

ARTICLE XXV - HOLIDAYS

- Section 1. All Employees will be paid for eight (8)* holidays:

New Year's Day
 Martin Luther King's Birthday
 Memorial Day
 July 4th (Independence Day)
 Labor Day
 Thanksgiving Day
 Christmas Day
 One (1) personal day

An employee must request the personal day two (2) weeks in advance, and the request is subject to approval by the Administrator, provided, however, that employees will be allowed to take an emergency personal day with appropriate documentation.

- Section 2. Regular part-time Employees shall receive holiday pay based on a pro rated basis of an Employee's hours worked in the five (5) pay periods immediately preceding the Holiday. Full-time Employees shall receive Holiday pay equivalent to their normal hours worked.
- Section 3. An Employee required to work on any paid Holiday other than a personal Holiday shall receive pay for time actually worked plus Holiday pay. For example, an employee scheduled to work a regular shift on a designated

holiday will receive 15 hours' pay which includes 7.5 hours for the time worked and 7.5 hours of holiday pay.

Section 4. If the Holiday falls on an Employee's day off, the Employee will receive the Holiday pay.

Section 5. An Employee, to be eligible for the paid Holidays, must have completed the probationary period.

Section 6. Employees must work all hours on their scheduled day prior to and after the Holiday to qualify for Holiday pay. Employees scheduled to work must work the Holiday to qualify for Holiday pay. An Employee on a paid leave of absence shall be entitled to the Holiday pay.

Any Employee on unpaid leave of absence shall not be entitled to any holiday pay falling within the unpaid leave of absence.

Section 7. Recognizing that the Employer operates every day of the year and that it is not possible for all employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the Holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

ARTICLE XXVI - ON THE JOB INJURY

An Employee, who is injured during the course of his shift with such injury requiring medical treatment, will be compensated for the time lost while receiving such treatment up to a maximum of the completion of the Employee's shift as long as the injury is reported to the Employer. This provision shall not apply to an injury caused by the Employee's own negligence or brought on by the Employee's own intemperance. If the Employee is kept in the hospital or sent home pursuant to the orders of the physician, the employee shall be paid for the balance of his shift at the appropriate hourly rate.

ARTICLE XXVII - WAGES

See Appendix A attached.

ARTICLE XXVIII - SAFETY

The Employer will make all reasonable provisions for the safety and health of its Employees in accordance with applicable laws. The Union agrees to cooperate with the Employer in assuring conformance to all established safety regulation.

ARTICLE XXIX - NON-DISCRIMINATION

The parties agree not to discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, sexual preference, age or

veteran's status. Neither the Union nor the Employer shall discriminate against any disabled Employee provided such disability does not interfere with the performance or work responsibilities or duties.

ARTICLE XXX - RETIREMENT

The Employer will permit bargaining unit employees to participate in its 401(k) Plan on the same terms and conditions available to all hourly employees.

ARTICLE XXXI - SEPARABILITY

If any provision in this Agreement, or the application of any provision to any person or circumstances, shall be held invalid or is in conflict with any present or future federal, state or local law, the remainder of the Agreement or application of such provision to persons or circumstances other than those as to which it is invalid shall not be affected hereby.

ARTICLE XXXII - SUCCESSIONSHIP

In the event of a sale of the Employer's facility, the Employer shall notify the Union before the transaction closes.

ARTICLE XXXIII - DURATION

This Agreement shall be in full force and effect for the period commencing on the date of execution of this Agreement and ending at midnight, July 31, 2020. 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 hereto have set their hands and seals this day of _____, 2016.

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

By: _____

By: _____

10-27-2016

BROOMALL HEALTH CARE GROUP,
INC.

By: _____

By: _____

Ratification Date: August 3, 2015

ADDENDUM A – WAGES

Section 1. The following across-the-board wage increases shall be granted:

1 st Full Pay Period After 8/1/2015	1 st Full Pay Period After 8/1/2016	1 st Full Pay Period After 2/1/2017	1 st Full Pay Period After 8/1/2017	1 st Full Pay Period After 2/1/2018	1 st Full Pay Period After 8/1/2018	1 st Full Pay Period After 2/1/2019	1 st Full Pay Period After 8/1/2019	1 st Full Pay Period After 2/1/2020
\$.50	\$.20	\$.20	\$.20	\$.20	\$.20	\$.20	\$.20	\$.20

Section 2. Minimum Starting Rates for the Bargaining Unit Classifications shall be:

Classification	Approximately February 2014	Effective 8/01/2016	Effective 8/01/2017	Effective 8/01/2018	Effective 8/01/2019
C.N.A. Restorative Aide Physical Therapy Aide Medical Supply Aide Activity Aide	\$12.15	\$12.35	\$12.55	\$12.75	\$12.90
Dietary Housekeeping Laundry	\$11.00	\$11.20	\$11.40	\$11.60	\$11.75
Cook Maintenance	\$13.00	\$13.20	\$13.40	\$13.60	\$13.75

A maintenance employee will receive \$5.00. for each day he/she carries a beeper.

EXHIBIT A – DUES CHECKLIST

Hospital Starting Date	Social Security Number	Initial Fee	Job Cat.
PLEASE DO NOT WRITE IN ABOVE SPACE – FOR OFFICE USE ONLY			

**National Union of Hospital and Health Care Employees, AFSCME, AFO-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 By-Laws of the National Union of Hospitals and Health Care Employees, AFSCME, AFL-CIO.

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Dated _____, 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 Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership due and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly pay checks, 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 bargaining 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 the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA. 19107 not more than fifteen 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 _____

Soc. Sec. No. _____

Dept. _____

Signature _____

Address:

EXHIBIT B – POLITICAL ACTION CHECKOFF

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 year Social Security 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 _____

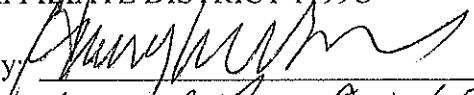
Dept. _____ Home Address _____

MEMORANDUM OF UNDERSTANDING

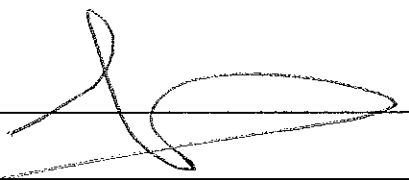
The following was agreed to by and between the parties during the 2009 negotiations:

The Employer shall have the unrestricted right to require employees to submit to a drug test when the Company has reasonable suspicion that the employee has consumed or is under the influence of alcohol and/or drugs or, if the employee has been involved in a workplace accident involving bodily injury to the employee, another employee or a resident, or if the workplace accident results in property damage. Any employee who refuses to submit to a drug test upon request, shall be discharged at the Company's sole discretion. The Employer will provide the Union with the name of the Laboratory and/or Hospital which will be utilized to perform the drug test.

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

By: 
By: 6-27-2012

BROOMALL HEALTH CARE GROUP,
INC.

By: 
By: _____

MEMORANDUM OF UNDERSTANDING

The following was agreed to by and between the parties during the 2015 negotiations:

1. **Life Insurance.** The Employer will request that its Life Insurance provider send a copy of the policy and the form designating the employee's beneficiary to each employee.

2. **Health and Welfare Plan.** The Employer agrees to send a representative to multi-employer-union meetings to discuss the possibility of establishing a multi-employer Health and Welfare Plan, if scheduling permits.

3. **Time Off Report.** The Employer will post a report twice a year showing the amount of available sick, vacation and personal time for each employee.

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

By: _____

By: _____

BROOMALL HEALTH CARE GROUP,
INC.

By: _____

By: _____

