

**COLLECTIVE BARGAINING AGREEMENT**

BY AND BETWEEN

**CENTENNIAL HEALTHCARE, LLC**

-AND-

**NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES,  
AFSCME, AFL-CIO and its affiliate DISTRICT 1199C  
Service Workers**

**November 1, 2016**

**and ending**

**December 31, 2021**

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## **AGREEMENT**

THIS AGREEMENT made and entered into this first (1<sup>st</sup>) day of November, 2016, entered into between CENTENNIAL HEALTHCARE, LLC, of Philadelphia, Pennsylvania, their successors and assigns (hereinafter called the "Employer" or "Home"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AND ITS AFFILIATE, DISTRICT 1199C, (hereinafter called "1199C" or "Union").

### **WITNESSETH:**

WHEREAS, the Employer is furnishing an essential public service vital to the health, welfare, safety and comfort of the community; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the care and comfort of the residents of the Employer as well as the interests of its Employees, to avoid interruptions and peacefully resolve all disputes and differences between the parties, 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 – UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive collective bargaining representative of the Employees as defined in Section 2 of this Article.

Section 2. Whenever used in this Agreement, the term "Employee" shall mean all full-time and regular part-time non-professional Employees of the Employer as set forth in the NLRB Certification who work fifteen (15) or more hours per week, but excluding all other

Employees, professional, guards and supervisors as defined in the Act." A job classification schedule is attached as Exhibit A and made a part hereof.

Section 3. - Probation Period. All Employees newly-hired or rehired after the termination of their seniority shall be considered "probationary" Employees until after the ninetieth (90<sup>th</sup>) day. During and at the end of the ninety (90) day probationary period, the Employer may discharge any such probationary Employee in its discretion and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement. When an Employee being trained for a job spends less than twenty-five percent (25%) of his time on the payroll, only such time actually spent on the job shall be counted for the purpose of computing this probationary period.

Section 4. A temporary Employee excluded from the bargaining unit is one who is hired for a period of up to three (3) 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 three (3) month period may be extended up to an additional three (3) months or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which shall become a member of the Union after expiration of the initial three (3) month period.

Section 5. Regular part-time Employees covered by this Agreement shall receive fringe benefits hereunder on a pro-rata basis related to hours worked.

## **ARTICLE II – UNION SECURITY**

Section 1. All Employees on the active payroll as of August 2, 2006, who are members of the Union shall maintain their membership in the Union in good standing a condition of continued employment.

Section 2. All Employees on the active payroll as of August 2, 2006, who are not members of the Union shall become members of the Union 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 Employee hired after August 2003 shall become members of the Union no later than the sixtieth (60<sup>th</sup>) day of employment 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 purposes 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 provision contained in this Agreement, an Employee who has failed to maintain membership 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 fees have not been tendered.

### **ARTICLE III – CHECK-OFF**

Section 1. Upon receipt of written authorization from an Employee, the Employer shall, pursuant to such authorization, deduct from the wages dues said Employee each month, starting not earlier than the first pay period following completion of the Employee's first thirty (30) calendar days of employment, and remit to the union regular monthly dues and initiation fees as fixed by the Union. The initiation fees shall be paid in two (2) consecutive monthly installments, beginning the month following the completion of the

probationary period. In the event the Union amends the initiation fees 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 authorization 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 Employer, shall not be required to join and remain a member of the Union as a condition of employment.

Section 5. Such Employee referred to in Section 4 hereof, shall be required, as a condition of continued employment, to remit to either the American Cancer Society, Lupus Foundation or Sickle Cell Anemia Foundation, recognized as 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 in 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 as set forth in Exhibit "C."

Section 6. 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.

- a. Such costs shall include, but not be limited to, the expense of the Union representative 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.
- b. The Employees shall not have the right, authority or ability to designate, engage or otherwise hire their own attorney to prosecute their 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 Employees shall be taken to arbitration.
- c. If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employees' pay 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.
- d. 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. Upon receipt of a written authorization from an Employee, the Employer shall, pursuant to such authorization, deduct from the wages dues said Employee each pay period, starting not earlier than the first period following the completion of the Employee's

first sixty (60) calendar days of employment, the sum specified in said authorization and remit same to the District 1199C Credit Union to the credit or account of said Employee. It is understood that such check-off and remittance shall be made by the Employer whenever feasible.

Section 8. 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 bargaining units or (c) layoff from work or (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of 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 Section 1 hereof. This provision, however, shall not relieve any Employees of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

Section 9. The Employer shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 10. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month and forward said payment to the Union on or before the fifteenth (15<sup>th</sup>) of each month, together with a list of all Employees from whom dues and/or initiation fees have been deducted and their social security numbers.



Section 11. The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, social security numbers, classification of work and their dates of hire; the names of terminated Employees, together with their dates of termination; and names of Employees on leaves of absence.

Section 12. The Employer agrees to make a payroll deduction once each calendar year, from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement and remit the same to the District 1199C Political Action Fund. This deduction shall be made only once a year for those Employees in the bargaining unit authorizing the deduction. 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 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 any Employee arising from the deductions made by the Employer hereunder. Once the Funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### **ARTICLE IV – MANAGEMENT RIGHTS**

All management functions and responsibilities, which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, subject to the Grievance Procedure Article of this Agreement, the Employer reserves the right to establish policy, rules and procedures and to administer policies and procedures related to patient, resident, training, operations, services and maintenance of the Employer; to reprimand, suspend, discharge or otherwise

discipline Employees for cause; to hire, promote, transfer (other than from shift-to-shift, e.g. from day to evening and/or night, unless agreed to by the Employee), layoff and recall Employees to work, to determine the number of Employees and the duties to be performed; to maintain the efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; 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 qualifications required and the size and composition of the work force; to make or change rules, regulations, policies and practices not inconsistent with the terms of this Agreement, and otherwise generally to manage the operations of the Employer, 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.

## **ARTICLE V – SENIORITY, PROMOTION, LAYOFF AND RECALL**

### **Section 1.**

- a. “Home” seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Employer.
- b. “Department” seniority is defined as the length of time an Employee has worked continuously in a specific department.
- c. “Classification” seniority is defined as the length of time an Employee has worked continuously in a specific job classification within a department.

Section 2. An Employee's Home seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his last hire.

Section 3. – Accrual of Seniority.

- a. Home seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an Employee's continuous employment; if the Employee is recalled into employment; and during a sick leave up to six (6) months.
- b. Department seniority shall accrue during the periods specified in (a) above and during the time an Employee works continuously in a specific department.
- c. Classification seniority shall accrue during the periods specified in (a) above and during the time an Employee works in a specific job classification.
- d. A temporary Employee, as defined in Article I, Section 4, shall have no seniority during the time he/she occupies the status of a temporary Employee. Should any temporary Employee become a regular Employee, then his/her seniority shall be retroactive to the date of employment, except as otherwise provided in Section 4 of this Article.

Section 4.

- a. Classification seniority shall apply in layoffs and recalls, and for scheduling of vacations as herein provided.
- b. Home seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- c. Employees whose pay is charged to a special or non-budgetary Fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purposes of layoff, be considered to have Home seniority for purposes of transfer or recall to a vacant position outside of the special project, provided in each case that the Employer determines that the Employee retained or recalled has the qualifications and ability to perform the work.

Section 5. - Layoff.

- a. In the event of a layoff within a job classification, probationary Employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority.
- b. In the event that an Employee is scheduled to be laid off in one department and there exists a vacant job or a position filled by a probationary Employee in another department for which the Employee scheduled to be laid off has relatively equal qualifications and the

ability to perform. Home seniority shall prevail in assigning such qualified Employees scheduled to be laid off to such vacant jobs or positions filled by probationary Employees.

- c. If an Employee is laid off, he/she shall have recall rights for a period not to exceed twelve (12) months or his length of service, whichever is less.

Section 6. – Recall to Work. Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their classification seniority in the reverse order from which they were laid off. If a vacancy is to be filled in a job classification where no Employees in that classification have recall rights, then the laid off Employee with the most Home seniority will be recalled if he/she has relatively equal qualifications and the ability to perform the work, and if not the next senior qualified Employee will be recalled, and so on.

Section 7. – Promotion. Whenever new jobs which present promotional opportunities occur, the following procedure shall be used in filling such vacancies: the Employer agrees to post notice of job vacancies for five (5) days and to consider the qualifications of any applicants for such vacancies. The Employee selected for the new job shall have a twenty (20) day probationary period. Employees who fail to qualify within the prescribed twenty (20) period shall be permitted to return to their former job without loss of seniority.

When an Employee is transferred as a result of application of the provisions of this Section, he/she is ineligible for a period of one (1) year from the date he/she actually commences work on his/her new job or in his/her new classification to bid for new jobs or vacancies. Where a promotional opportunity in a bargaining unit job occurs and two (2) or more Employees are under consideration for such job, the Employer shall give due

consideration to their seniority and qualifications, and where their qualifications and ability to perform the job are relatively equal, first, classification seniority, and second, department seniority, in order of preference, shall be the governing factor in the promotion. Where the Employees have completely equal seniority and qualifications, the Employer has the right to select the most qualified Employee, in his/her opinion, for the promotion. If there are no qualified Employee applicants, the Employer may fill the job in accordance with the hiring hall provisions of this Agreement.

Section 8. – Transfer Outside Bargaining Unit. Employees may be selected for transfer or promotion to a position excluded from the bargaining unit at the Employer's discretion, provided the Employees selected consent. An Employee so selected may be returned at his/her option, or at the Employer's option to his/her former job classification or its equivalent within the bargaining unit without loss of seniority within two (2) months thereafter.

Section 9. – Termination of Seniority. An Employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- a. Discharge for cause, quit, resignation or retirement;
- b. Willfully exceeding an authorized leave of absence;
- c. Absence for three (3) consecutive scheduled work days without notifying the Employer during the absence (unless physically impossible to do so) of an illness or accident preventing the Employee from working, as evidenced by written certification of a physician or other proof as requested by the Employer, or other satisfactory reason for such absence.

- d. Failure to return to work within three (3) consecutive days after due notification of recall from layoff by the Employer to the Employee and the Union without the Employee so recalled notifying the Employer during said three (3) days (unless physically impossible to do so) of an illness or accident preventing the Employee from working, as evidenced by written certification of a physician or other proof if required by the Employer, or other satisfactory reason for such absence;
- e. Layoff in excess of six (6) consecutive months since the Employee's last day worked for the Employer or a period exceeding the length of the Employee's Home seniority, whichever is less.
- f. The failure of the Employee to return from an approved FMLA Leave at the end of the Leave. The Employee shall have a right to request an additional unpaid non-FMLA leave of absence prior to the expiration of the FMLA Leave. The additional unpaid, non-FMLA leave of absence shall not be unreasonably denied, and the Employee shall maintain his/her seniority during the period of the unpaid leave of absence.

## **ARTICLE VI – HOURS OF WORK**

Section 1. A "regular work day" shall consist of eight (8) hours, inclusive of an unpaid thirty (30) minute meal period. The Employer shall have the right to increase or decrease the regular work day, depending on resident care or operational needs.

Section 2. The "Work week" shall consist of seven (7) days beginning at 7:00 a.m. on Tuesday and ending at 7:00 a.m. on the following Monday.

Section 3. The "regular work week" shall consist of forty (40) hours within the work week on any five (5) days of the seven (7) days of the week.

Section 4. Nothing in this Agreement shall be construed as a guarantee by the Employer of hours worked per day, per week, or per year. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Employer as the beginning and end of their regular work day, unless expressly assigned to overtime or call-out work by the Employer at the job location.

Section 5. Employees shall be permitted up to five (5) minute grace period for lateness, for the purpose of docking and shall not be disciplined during the grace period. Lateness exceeding five (5) minutes shall result in docking for all late time and discipline.

Section 6. Employees shall entitled to two (2) rest periods of fifteen (15) minutes each during their regular work day as scheduled by the Employer for each Employee. Employees scheduled to work more than four (4) hours but less than seven and one-half (7 ½) hours shall receive one (1) such fifteen (15) minute rest period. These rest periods shall be considered as time worked.

Section 7. The current practice of every other weekend off shall be maintained. Employees with a greater benefit shall maintain the greater benefit. Staff will work every other weekend. Employees who are absent or call out shall be required to make up weekend within thirty (30) days after the absence occurs, except if the Employee is out on disability, FMLA, or out the previous Thursday and Friday prior to the weekend scheduled to work and



brings a doctor's certificate upon their return. Vacations and paid leaves are excused as absences.

Section 8. Work schedules shall be posted in a timely manner to ensure that all Employees are made aware of their new schedule.

Section 9. In the event the City of Philadelphia declares a Snow Emergency; All Employees coming in to work during the emergency shall receive fifty cents (\$0.50) for hours worked during the emergency.

### **ARTICLE VII – WAGES**

Section 1. The sole purpose of this Article is to provide a basis for the computation and payment of straight time, overtime and other premium wages. The Employer's pay practices and procedures established under this Agreement shall govern the calculation and computation of all wages.

Section 2. 'Regular rate' of pay is defined as the straight time rate of pay per hour for an Employee's pay STEP within the pay grade assigned to Employee's regular job classification.

Section 3.

(a) Effective July 1, 2017, all Employees who have passed probation shall receive a two percent (2%) lump sum bonus in a separate check.

Effective July 1, 2018, all Employees who have passed probation shall receive a one and five-tenths percent (1.5%) wage increase and in the starting rate.

Effective July 1, 2019, all Employees who have passed probation shall receive a two percent (2%) lump sum bonus in a separate check.

Effective July 1, 2020, all Employees who have passed probation shall receive a one and five-tenths percent (1.5%) wage increase and in the starting rate.

Effective July 1, 2021, all Employees who have passed probation shall receive a two percent (2%) lump sum bonus in a separate check.

(b) Longevity Bonus: A longevity bonus structure shall be implemented and applied as follows, to be paid the first pay period in December for all years of the Agreement.

Employees with 15-19 years of service = \$750.00

Employees with 10-14 years of service = \$500.00

Employees with 5-9 years of service = \$250.00

Longevity bonuses will be paid on the first full pay period in December on a calendar year (January through December).

(c) The pay schedule by job schedule and by job classification for Employees covered by this Collective Bargaining Agreement is attached hereto as Exhibit "A."

Section 4. Due to the nature of the Employer's operations, it may be necessary from time-to-time that the Employer assigns Employees to work in a job classification other than their regular job classification. "Temporary rate" of pay is defined as the rate paid an Employee temporarily transferred from his/her regular job classification or other job classification.

(a) Higher Paid Job – If the temporary transfer to a job classification in a higher pay grade than the Employee's regular job classification and if the Employee

is performing the essential functions of the job, he/she shall be paid at least one (1) pay step more than his/her regular rate or the minimum step of the higher grade job classification, whichever is greater. Under no circumstances, however, will the Employee receive more than the maximum pay step of his/her temporary job classification.

(b) Lower Paid Job – If a temporary transfer is to a lower paid job classification, the Employee shall continue to be paid at the regular rate of his/her regular job classification, except where such temporary transfer is made in lieu of layoff, at the Employee's option.

Section 5. Time and one-half (1 ½ ) shall be paid for all hours worked in excess of forty (40) hours.

Section 6. There shall be no duplication or pyramiding in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one (1) of the provisions of this Agreement shall be applicable to any time worked by an Employee, he/she shall be paid for such time and the highest rate specifically in any of such applicable provisions, but he/she shall not be entitled to any additional pay for such time under any other of such provisions.

Section 7. The amount of overtime work and the Employees required to work such hours shall be established by the Employer; provided, however, that such overtime shall be distributed as equitably as is reasonably practical among Employees normally performing the work. Any errors in the distribution of overtime shall be adjusted by the Employer

through the priority assignment of comparative future work, when available, to the Employee who was erroneously deprived of such work.

### **ARTICLE VIII – HOLIDAYS AND HOLIDAY PAY**

Section 1. For the purposes of this Agreement, the following days shall be considered paid holidays for Employees who have completed their probationary period:

New Year's Day  
Martin Luther King's Birthday  
Memorial Day  
Independence Day  
Norman Rayford Day (August 28<sup>th</sup>)  
Labor Day  
Thanksgiving Day  
Christmas Day  
Three (3) Free Days  
One (1) Free Day for Employees hired after 1/1/12

Employees may use one (1) of their Free Days as an emergency personal day, but must provide a twenty (20) minute notice.

Section 2. The Free Day holidays shall be scheduled in advance and with the approval of the Employer. The Free Days may be used to celebrate any birthday or other occasion, provided, however, that the number of Employees who take such holiday on any given date does not interfere with efficient operation of the Employer. Employees hired on or after January 1, 2012, shall receive one (1) Free Day after their third (3<sup>rd</sup>) year of employment.

Section 3. Employees will be granted pay at their regular rate for the number of hours normally worked for the holidays enumerated in Section 1 of this Article. Recognizing that the Employer is operation every day of the year and that it is not possible for all Employees to be off duty on the same day, the Employer shall have the right, in its sole discretion, but on an equitable basis (a) to require Employees to work on any of the said holidays, or (b) to take a substitute work day as a holiday. In the event than an Employee is

required to work on any of the said holidays, he/she shall be paid one and one-half (1 ½) times his regular rate for all hours worked on the holiday. If an Employee works on a holiday, or the holiday falls on his/her scheduled off day, he/she shall receive, at the Employer's option, taking into account the Employee's preference, an alternate day off with pay and provided that any preference expressed by the Employee allows for two (2) weeks' advance notice to the Employer, unless mutually agreed upon for a shorted period. If a paid holiday falls during an Employee's vacation, his/her vacation shall be extended by one (1) day or the Employee shall receive one (1) additional regular work day's pay at the regular rate at the option of the Employer.

Section 4. In order to be eligible for holiday benefits, an Employee must have worked his/her last scheduled work day before and his/her first scheduled work day after the holiday (or day selected in lieu of the holiday) except in the case of illness or accident preventing the Employee from working as evidenced by written certification of a physician or other proof if requested by the Employer. In no case shall an Employee who has not worked at least one (1) day within the thirty (30) calendar day period before or after the holiday occurs receive holiday pay. An Employee who fails to report to work on the holiday when instructed to report shall not receive pay for the unworked holiday.

Section 5. An Employee shall be paid for any unworked holiday listed in Section 1 of this Article at his/her regular straight time hourly rate of pay.

Section 6. Mother's Day and Easter – Employees working on Mother's Day and Easter shall be compensated at one and one-half (1 ½) times his/her hourly rate for all hours worked. Mother's Day and Easter will begin at eleven o'clock p.m. (11:00 p.m.) on the eve of

Mother's Day and Easter and conclude at eleven o'clock p.m. (11:00 p.m.) on Mother's Day and Easter. There is no additional day off with pay.

**ARTICLE IX – VACATIONS AND VACATION PAY**

**Section 1.** The Employer shall be paid for any unworked holiday listed in Section 1 of this Article at his/her regular straight time hourly rate of pay.

<b>Home Seniority</b>	<b>Paid Vacation</b>
One (1) Year to Two (2) Years	One (1) Week
Two (2) Years but less than Five (5) Years	Two (2) Weeks
Five (5) Years but less than Ten (10) Years	Three (3) Weeks
Ten (10) Years or More	Four (4) Weeks

**Section 2.** The qualifying date for computing an Employee's entitlement to vacation pay shall be the Employee's anniversary of the date his/her seniority commenced, except as modified under the seniority provisions of Article V, Section 4(d).

**Section 3.** Vacation earned during each vacation year as provided in Section 1 of this Article shall be taken during the vacation year immediately thereafter. Vacation entitlement shall not be permitted to accumulate and carry over into any subsequent vacation year, provided the Employee is given the opportunity to take his/her vacation during the year of entitlement. In no case shall vacation be taken in periods of less than one (1) regular work day.

**Section 4.** Except for a termination for cause or a quit without giving the Employer two (2) weeks' prior notice thereof, an Employee shall be entitled to accrued vacation pay pro-rated on a percentage basis, i.e. the period of time actually worked related to the

vacation pay due him/her under the schedule provided in Section 1 of this Article, in lieu of annual vacation.

Section 5. If an illness or accident preventing work occurs prior to and extends into an Employee's scheduled vacation, the vacation shall be postponed and another period assigned. If an illness or accident preventing work begins after an Employee commences his vacation, the original vacation as schedule shall remain in effect.

Section 6. An Employee may request, through his/her supervisor, to receive his/her vacation pay before commencing his/her vacation, provided such request is made at least two (2) weeks in advance.

Section 7. The rate of pay for the vacation period shall be at the Employee's regular rate of pay.

## **ARTICLE X – SICK LEAVE**

Section 1. "Sick Leave" is defined as an absence of any Employee from work by reason of illness or accident which is non-work connected or is not compensated under the Workers Compensation Laws of Pennsylvania, or by reason of illness or accident of those persons designated as the immediate family of the Employee in Article XI.

Section 2. If an Employee is injured or becomes ill during working hours, leaves his/her work with the permission of his/her supervisor, and is given treatment by the Employee Health Service or in a clinic or hospital during work hours, he/she shall be compensated for the work time lost at his/her regular rate of pay. 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/her appropriate hourly rate of pay.

In the event that an Employee becomes eligible for benefits under the Pennsylvania Workers Compensation Laws due to sickness or injury as a result of employment, the Employee shall be paid by the Employer at his/her regular rate of pay, for the first seven (7) days of time lost due to such illness or injury.

The Employer shall furnish to the Union the name of its Workmen's Compensation Insurance Carrier and the Policy number upon execution of this Agreement.

Section 3. Employees who have completed their probationary period shall be entitled to paid sick leave earned at the rate of one (1) day for each month of employment, retroactive to date of hire, up to a maximum of twelve (12) days per year. Employees hired on or after January 1, 2012, who have completed their probationary period, shall be entitled to ten (10) days of paid sick leave. An Employee, after one (1) or more years of employment with the institution, shall be entitled to the total of next year's entitlement of paid sick leave as of the beginning of his/her second and each subsequent year of employment, provided that at no time shall an Employee be entitled to accumulate more than thirty-six (36) working days of sick leave including the days earned in the current sick leave year.

Employees on the payroll as of July 1, 1983, who have accumulated more than thirty-six (36) working days of sick leave shall retain such additional sick leave days; provided, however, that they may not accumulate additional sick days until the total number of such days shall fall below thirty-six (36). Sick days accumulated thereafter shall not exceed the limit of thirty-six (36).

Section 4. To be eligible for benefits under this Article, an Employee who is absent must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call.



The Employer may request written certification of a physician or other proof of illness or injury hereunder for sick leave involving three (3) or more consecutive days. Employees who have been on sick leave also may be required to be examined by the Employer's Medical Director, or his/her designee, before being permitted to return to duty, at no cost to the Employee.

Section 5. At the time of termination, if an Employee has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the Employer, except in cases of retirement due to normal circumstances or to disability. All unused sick time shall be payable to the Employee, provided two (2) weeks' advance notice is given and the Employee is not terminated for cause.

#### **ARTICLE XI – PAID LEAVE**

Section 1. – Funeral Leave. An Employee who has completed his/her probationary period shall be entitled to a leave of absence with pay at his/her regular rate for a maximum of three (3) regular scheduled work days lost in the cause of death of his immediate family; namely, husband or wife, child, grandchild, brother or sister, parent, or grandparents, or legal guardian, provided the leave of absence is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the Employee is prepared to offer valid proof of death and relationship upon request. If any Employee wishes to have two (2) additional days off without pay, it must be requested.

In the event of the death of an Employee's father-in-law or mother-in-law, he/she will be allowed one (1) day to attend the funeral. The provision shall be subject to the same proof as noted above.

Section 2. – Jury Duty. An Employee who has completed his/her probationary period and who serves on jury duty shall be compensated by the Employer in the amount of the difference between his/her regular rate for regular scheduled work days lost and the amount received as juror's fees, provided he/she is prepared to offer valid proof of such jury duty and the amount received as juror's fees upon request of the Employer. Whenever the Employee is temporarily excused from such duty by the Court on his/her scheduled work day, he/she shall advise his/her supervisor as promptly as possible and stand ready to report for work if requested by the Employer. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Department Head, and the Employer may request that the Employee be excused or exempted from such jury duty, if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

Section 3. – Summer Military Leave. An Employee who has completed his/her probationary period and who serves in summer military training in the Armed Forces of the United States shall be paid the difference between his/her military pay and his/her regular rate for the said training period but in no event exceeding the two (2) continuous weeks (eighty [80] hours).

## **ARTICLE XII – UNPAID LEAVE**

Section 1. – Maternity Leave. Whenever an Employee shall become pregnant, she shall furnish the Employer with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or a physician designated by the Employer

certifies that she is unable to continue working. Maternity leave shall not exceed twelve (12) months after delivery or the termination of her pregnancy. An Employee who wishes to return to work within the twelve (12) month period stated above must so notify the Employer in writing at the time her maternity leave commences. An Employee will be entitled to return to her former position and shift.

Section 2. – 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 in accordance with applicable law.

Section 3. – Union Business. A leave of absence for a period not to exceed three (3) years shall be granted to Employees with one (1) or more years of Home seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operations of the Employer.

Section 4. – Medical Leave. Upon medical leaves of absence may be granted for a period of up to twelve (12) months. The Employer has the right to verify the reason for the Employee's absence and prior to returning to work the Employer may require that the Employee be cleared for work by the Employer's Physician.

Section 5. – Other Leaves. Leaves of absence without pay for other good reasons will not be unreasonably denied by the Employer. Such leaves are limited to a maximum of thirty (30) calendar days and provided further that such leaves will not interfere with the operation of the Employer. Employees may request an additional thirty (30) calendar days leave for good and sufficient reasons. Such requests shall be in writing and shall not be unreasonably denied by the Employer.

Section 6. All requests for leaves of absence shall be made in writing to the Department Head.

Section 7. Employees shall be granted up to two (2) years' leave of absence for educational purposes.

Section 8. All Employees shall be covered by the Family Medical Leave Act (FMLA). If a greater benefit exists under this Collective Bargaining Agreement, the benefit shall be maintained.

### **ARTICLE XIII – GRIEVANCE PROCEDURES**

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

- Step One: Within ten (10) days (except as provided under the Discharge and Penalties Article of this Agreement) 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 its answer to the Employee and/or his Union Delegate or other representative within five (5) working days after the presentation of the grievance in STEP 1.
- Step Two: If the grievance is not settled in STEP 1, the grievance may, within five (5) working days after the answer in STEP 1, be presented in STEP 2. When grievances are presented in STEP 2, they shall be reduced to writing, signed by the grievant and his Union representative, and presented to the grievant's Department Head or his/her designee. A grievance so presented in STEP 2 shall be answered by the Employer in writing within five (5) working days after its presentation.
- Step Three: 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 Personnel Director or Administrator of the Employer or his/her designee; and he/she or his/her designee shall render a decision in writing within five (5) days after the presentation of the grievance of this STEP.

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.

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 2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 3. Any disposition of a grievance from which no appeal is taken within the times limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 4. A grievance which affects a substantial number or class of Employees, and which the Employee representative designated in STEPS 1 and 2 lacks authority to settle, may initially be presented at STEP 3 by the Union Representative.

#### **ARTICLE XIV – ARBITRATION**

Section 1. A grievance, as defined in the Grievance Procedure provision, which has not been resolved thereunder 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 Section 1 of the Grievance Procedure Article, and he/she shall have no power to add to, or subtract from, or modify in any way the terms of this Agreement.

#### **ARTICLE XV – SUSPENSION AND DISCHARGE**

Section 1. The Employer will notify the Union offices in Philadelphia in writing of any suspension or discharge within twenty-four (24) hours from the time it occurs. If the Union desires to contest the suspension or discharge, it shall give written notice thereof to the Employer within five (5) calendar days from the date of receipt of notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the Grievance Procedure commencing at STEP 3 thereof. Saturday and Sunday are excluded from any time limitations under this Section.

Section 2. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial. The term “patient” is defined as those seeking admission and those seeking care or treatment in clinics, as well as those already admitted as residents.

#### **ARTICLE XVI - NO STRIKE OR LOCKOUT**

Section 1. No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interferences 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-in, slow-down, cessation or stoppage or interruption of work, boycott, or other

interferences with the operations of the Employer, 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, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interferences with the operations of the Employer occur, the Union within twenty-four (24) hours of a request by the Employer shall:

- (a) Advise the Employees in writing that such action by Employees has not been called or sanctioned by the Union.
- (b) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.

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

Section 5. It is agreed that in all cases of any strike, sit-down, sit-in, slow-down, cessation, or stoppage of work unauthorized by the Union as provided under this Article, the Union shall not be held liable for damages resulting therefrom.

## **ARTICLE XVII – UNION VISITATION AND BULLETIN BOARDS**

Section 1. Upon notice to the Administrator, or his/her designees, representatives of the Union shall have reasonable access to the Employer's premises for the purpose of administering this Agreement. Such visitation shall not interfere with patient care or the orderly operation of the Employer.

Section 2. Employees whom the Union notifies the Employer in writing have been designated as its Delegates may leave their jobs during working hours for the purpose of

reviewing matters arising out of this Agreement involving the Department or Section they represent and which require immediate attention or to attend a scheduled grievance meeting, provided that they first receive permission to perform this Union business from their immediate supervisor. Such permission shall not be unreasonably withheld, but it shall not be granted at times when it interferes with patient care or the efficient operation of the Employer.

Section 3. The Employer shall place at the disposal of the Union an enclosed bulletin board beside each time clock located within the Home for the purpose of posting its official notices.

### **ARTICLE XVIII – PENSION**

The Employer agrees to contribute two percent (2%) of an eligible Employee's non-overtime productive wages to the Fund, effective after the ratification of this Agreement.

### **ARTICLE XIX - INSURANCE BENEFITS**

Section 1. - Health Insurance. Effective January 1, 2012, the Employer shall provide Employees with health insurance. Employees hired after March 25, 2010 shall be required to pay twenty percent (20%) of the premium or \$115.00 per month, whichever is less. Employees hired prior to March 25, 2010 shall be required to pay fifteen percent (15%) of the premium or \$115.00 per month, whichever is less, beginning on July 1, 2012. The Employer shall have the right to switch health insurance carriers/plan, upon notice to the Union and the opportunity to discuss the switch.

Section 2. - Dental Insurance. Effective January 1, 2012, Employees shall have the option of dental coverage. The cost of the dental plan will be paid by the Employer, except for a \$5 monthly premium payment to be paid by all Employees eligible for the dental plan.



During the duration of this Agreement, any double digit rate increases (over 9%), will be subject to plan changes or plan re-design. The Employer will keep in mind the hardship of co-pays and deductibles that may place a burden on the Employees.

Section 3. - Life Insurance. Employees shall receive life insurance equal to the amount of fifteen thousand dollars (\$15,000).

Section 4. - Disability Insurance. Effective August 1, 2006, Employees shall receive disability insurance in the amount of two-thirds (2/3rds) of their weekly income, with a maximum of four hundred one dollars (\$401.00) per week, for up to twenty-six (26) weeks in a twelve (12) month period. An Employee may waive his/her right to receive disability insurance in exchange for payment of fifty percent (50%) of the monthly disability premium that the Employer currently pays on behalf of the Employee.

#### **ARTICLE XX – NON-DISCRIMINATION**

Section 1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, or age.

#### **ARTICLE XXI – HIRING**

Section 1. The Employer agrees to notify the Union's Employment Service of all bargaining unit jobs and training position vacancies on a weekly basis by fax or email, and shall afford the service forty-eight (48) hours from the time of notification to refer an applicant for the vacancy, before the Employer hires from any other source.

Section 2. Neither the Service in referring, nor the Employer in hiring, shall discriminate against an applicant because of membership or non-membership in the Union or for any other reasons set forth in Article XIX of this Agreement. The Employment Service

shall give preference to applicants from the community when Union members are not available.

Section 3. The Employment Service shall be administered by the Union. The costs of operating the Service shall be borne by the Union.

Section 4. Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the Employer also retains the right to hire applicants from other sources in the event the Employment Service does not refer qualified applicants within such forty-eight (48) hour period.

Section 5. 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 XXII – MISCELLANEOUS PROVISIONS**

Section 1. Employer notification to an Employee shall be deemed due and sufficient for the purpose of this Agreement if the notification is made personally, by a written memorandum, or by registered or certified mail or telegram delivered to the Employee's last known address and telephone number. It shall be the responsibility of each Employee to keep the Employer informed of his current address and telephone number. For the purpose of computing any notification period, the day the notice is sent shall not be included.

Section 2. In the interest of safeguarding the health of Employees and of patients, the Employer may require Employees to take a medical examination at the time they are hired, or at such other times as this may be advisable or as required by law and such examinations shall be free of charge to the Employee.

Section 3. The Employer shall provide in every six (6) month period, four (4) hours of pay in order that Union Delegates may participate in a Patient Care Conference to be held at the Home and sponsored by the Union. The Employer shall provide meeting facilities for this Conference. During each calendar year, Union Delegates may have sixteen (16) hours of times off, with pay, to engage in Union business, provided the time off is approved in advance by the Employer.

Section 4. The Employer will provide one hundred ten dollars (\$110.00) per year uniform allowance for all Employees required to wear uniforms. Uniform allowance is prorated for part time Employees. The uniform allowance will be paid in the first paycheck in June each year of the contract.

Section 5. When a new classification or department is established by the Employer at any of the institution locations covered by this Agreement, the Union will be notified and negotiations will convene promptly to determine whether or not such job classification or department should properly be included in the bargaining unit and the rate of pay for such job classifications.

Section 6. Supervisors shall not do work normally performed by Employees, except for the purpose of instruction, supervision, experimentation, or emergencies. An emergency is herein defined as any suddenly-arising situation necessitating immediate action by the Employer to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, to aid in correcting or repairing malfunctions, and any situation where Employees are not available.

Section 7. In the event that the Employer wishes to change an Employee's starting time, the Employer shall notify the Employee in writing of such change two (2) weeks in advance. This provision shall not apply to probationary Employees.

Section 8. Employees shall be entitled to use the cultural and recreational facilities of the Employer.

Section 9. All minor infractions on an Employee's record shall be cleared after one (1) year, provided that the one (1) year shall be free of infractions,

Section 10. Any Employee and/or the Union with the Employee's written consent shall have the right to review the contents of the Employee's personnel file to determine any matter affecting such Employee; however, the foregoing shall not apply to any pre-employment materials.

Notice to review such files shall be given by the Employee or the Union in writing to the Employer and the files shall be made available by the Employer within four (4) working days after receipt of such notice.

Section 11. Any Employee who reports for work at the scheduled time shall be given the opportunity to work the number of hours scheduled, or, in lieu thereof, shall be paid for four (4) hours.

Section 12. Employees shall have every third (3rd) weekend off. Part-time Employees in the Nursing Department shall not be required to work more than two (2) consecutive weekends, during the life of this Agreement. For the purposes of this provision, part-time Employees shall be defined as those working less than thirty (30) hours per week and more than fifteen (15) hours per week.

Section 13. The Home may schedule regular part-time Employees to work two (2) days or more per week.

Section 14. All Union Delegates shall have super-seniority rights for the purpose of layoff and recall.

Section 15. All payroll corrections of eight (8) hours or more shall be corrected the next day. If less than eight (8) hours, said correction shall be made within the next pay period. Such requests shall not be unreasonably denied.

Section 16. The parties recognize the enormous cost of providing health care coverage and are committed to working toward cost containment. The Union reserves the right to request reopening of the contract on this issue, if a more favorable health care package becomes available.

Section 17. The Employer agrees to pay for Nurse's Aide Certification Test of each of its Nurse's Aides/Care Nurses.

### **ARTICLE XXIII – PAST PRACTICES**

Section 1. It is the responsibility of all Employees to get to work during snow days. If an Employee arrives late for work he/she shall be paid if it is determined that a good faith effort was made to arrive on time.

Section 2. The Employer shall continue to provide free parking facilities.

Section 3. Sick days of two (2) consecutive days count as one (1) occurrence.

Section 4. The Employer shall continue to provide a holiday party and recognize Departmental Weeks.

### **ARTICLE XXIV – TRAINING AND UPGRADING**

Section 1. The Employer agrees to contribute monthly to the Trustees of the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund a sum of money equal to one and one-half percent (1.5%) of the gross payroll (based upon the previous month's payroll) for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

Section 2. Contributions received by the Trustees shall be used to study industry 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 Declaration of Trust and any amendments thereof, which provides for equal representation by the Union and the Employers contributing to said Fund. Such Trust Agreement shall provide for block voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

Section 3. An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

Section 4. Together with periodic payments herein provided, the Employer shall submit regular monthly reports to the Fund in such form as may be necessary for the sound and efficient administration of the Fund. Such regular monthly reports shall, at a minimum, include Employee's names, classifications, dates of hire, hours of work, social security numbers, base and gross wages or salaries paid to Employees, dates of termination or leave, and such other information as may be required by law, or by the Fund in order to determine eligibility for benefits. The Employer agrees to permit the fund accountant to audit its records to verify the accuracy of its payments.

**ARTICLE XXV – EFFECT OF LEGISLATION-SEPARABILITY**

Section 1. It is understood and agreed that all Agreements herein are subject to all regulatory commission or agencies having jurisdiction. If any provision of this Agreement is in contravention of the law or regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXVI – EFFECTIVE DATE AND DURATION**

This Agreement shall be in full force and effect for a period commencing November 1, 2016 and ending December 31, 2021. The Employer and the Union agree to jointly enter into discussion 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 Union and the Employer have executed this Agreement this first (1st) day of November, 2016.

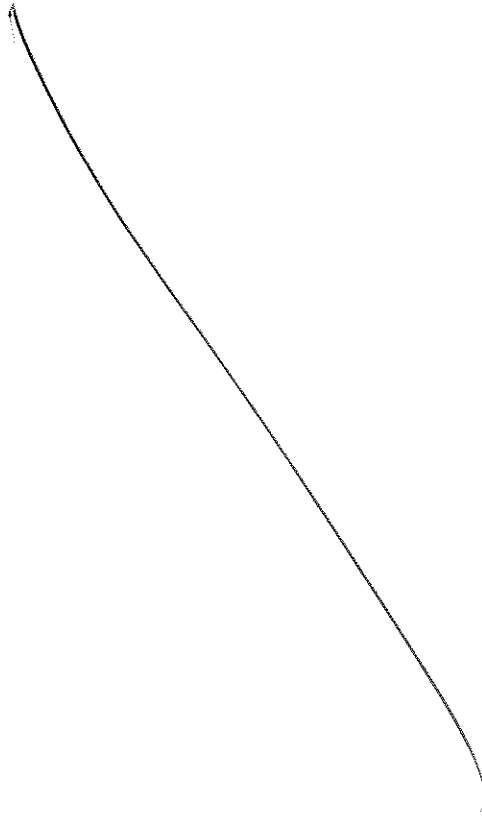
CENTENNIAL HEALTHCARE, LLC

By: Sam Krabn  
3-7-2017  
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DISTRICT 1199C, NATIONAL UNION OF  
HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME, AFL-CIO

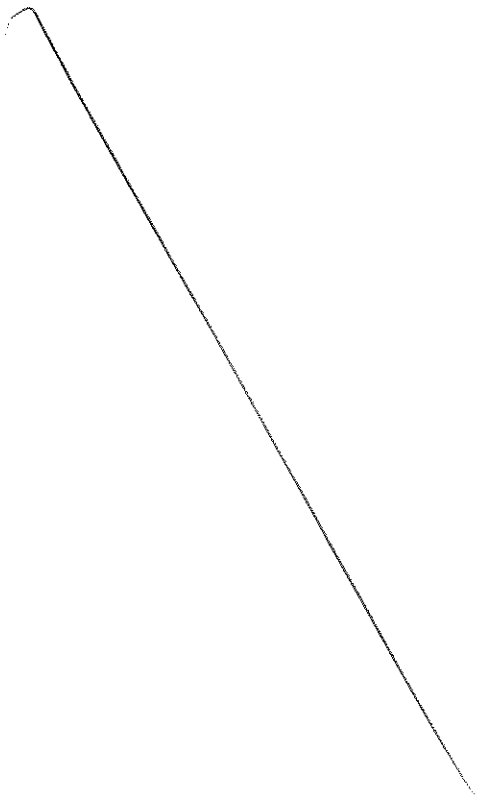
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**EXHIBIT A**  
**HOURLY STARTING RATE**





**EXHIBIT "B: - HEALTH INSURANCE BENEFIT**



## EXHIBIT "C" DUES CHECKOFF

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date
PLEASE 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 \_\_\_\_\_ Soc. 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 Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues 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 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 \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Dept. \_\_\_\_\_ Signature \_\_\_\_\_

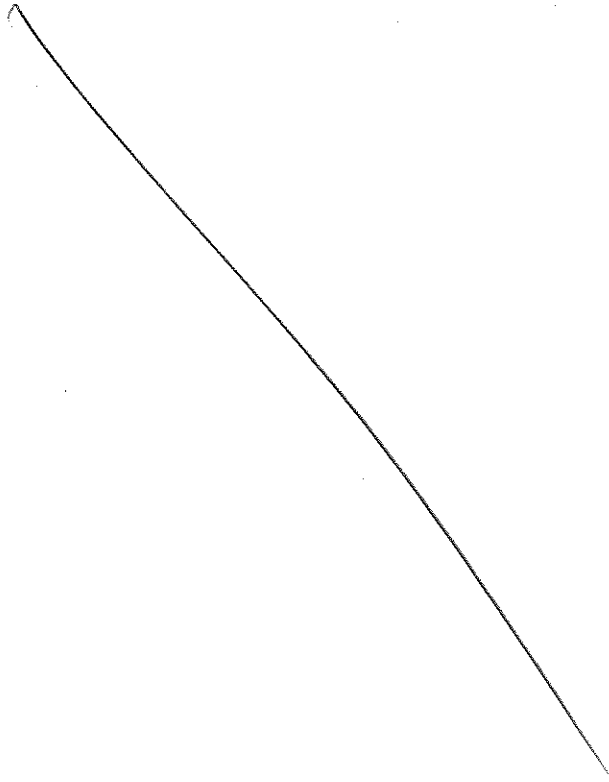
Address \_\_\_\_\_

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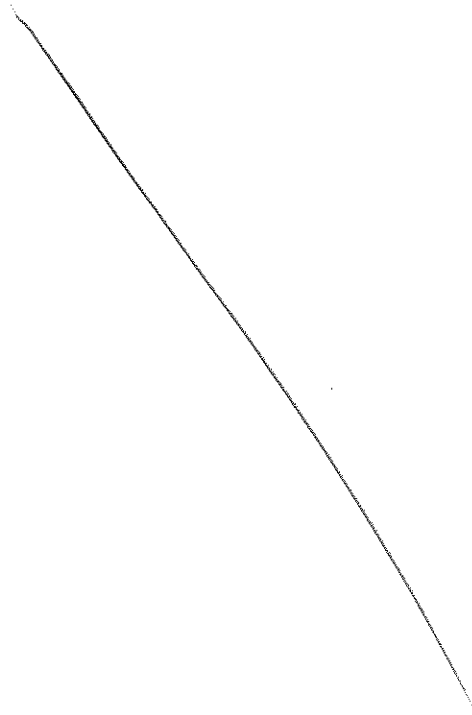


## EXHIBIT "D"

## CONSCIENTIOUS OBJECTOR



**EXHIBIT "E"**  
**CREDIT UNION CHECKOFF**



**EXHIBIT "F"**  
**POLITICAL ACTION CHECKOFF**

