

COLLECTIVE BARGAINING AGREEMENT

By and Between

RESTHAVEN NURSING CENTER, (CHESTNUT HILL) INC.

d/b/a

CHESTNUT HILL LODGE HEALTH AND REHABILITATION CENTER

And

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

September 1, 2016 through August 31, 2020

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SCHEDULE A:

THIS AGREEMENT, made and entered into this First day of October, 2016 by and between RESTHAVEN NURSING CENTER, (CHESTNUT HILL) INC. OPERATING AS CHESTNUT HILL LODGE HEALTH AND REHABILITATION CENTER, hereinafter called the "Employer," and DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, having its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107-10036, hereinafter called the "Union," acting herein on behalf of the Employees of the said institution as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered in 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 – THE COLLECTIVE BARGAINING UNIT

1. Definitions
 - a. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all the Employees in the following bargaining unit: All full-time and regular Part-time Licensed Practical Nurses (LPNs) employed by the Employer at its 8833 Stenton Avenue, Wyndmoor, Pennsylvania facility.
 - b. Excluded from the aforesaid bargaining unit are: all other employees, managerial employees, guards and supervisors as defined in the Act.
 - c. A temporary Employee 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 for a special project or to replace an absent Employee. The said three-month period may be extended for the length of time necessary to replace the absent Employee, with the consent of the Union, which shall not be unreasonably withheld. Temporary Employees will become members of the Union after completion of three months of service.
2. It is agreed that this contract shall apply and continue in full force and effect at any location to which the Employer may move. It is further agreed that this contract shall

apply to any new or additional facility within the current jurisdiction of District 1199C.

3. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article I, Paragraph 1.a. hereof.
4. At the time a new Employee, subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and has contractual relations with the Union and quoting or paraphrasing the provision of Articles II and III of the Agreement.
5. All part time Employees shall receive the wage rates hereunder. Part time Employees covered by this Agreement shall receive fringe benefits pro rata that of a full-time Employee hereunder.

ARTICLE II – UNION SECURITY

1. All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.
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 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.
3. For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he or she tenders his or her periodic dues and initiation fee uniformly required as a condition of membership.
4. Subject to Article XXII, 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 or her discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.
5. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer through the operation of this Article.

ARTICLE III – CHECK OFF

1. Upon receipt of a written authorization from the 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 first thirty (30) working days of employment, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two consecutive month 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 a revised deduction from the Employee's pay upon thirty (30) days written notice from the Union.

2. Upon written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia, Pennsylvania, office of the Union, as designated in said notice. It is agreed that after receipt of such notice if the Employer is unable to comply with such request, for example utilizing a third party payroll administration service, additional time to comply with the request will not be unreasonably denied to the Employer by the Union.
3. Employees who do not sign authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
4. Any member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting labor organizations and who demonstrates such membership and adherence to the Union and to the Employer, shall not be required to join or remain a member of the Union as a condition of employment.
5. Such Employees (described in Paragraph 4 above) shall be required, as a condition of continued employment, to remit to either the Lupus Foundation, the Sickle Cell Anemia Foundation or the American Cancer Society, all recognized and valid charities under Title 26, Section 501(c)(3) of the Internal Revenue Code, monthly sums equal to the initiation fees and regular dues of the Union as provided for herein. Such sums shall be checked off and deducted by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues. Sums so deducted shall be remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form annexed hereto as Exhibit B.
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 Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Unions' attorney.

- b. The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his or her own attorney to prosecute his or her 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 will be taken to arbitration.
 - c. If fees are due and owing to the Union under this Paragraph 6, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit B, attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
 - 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.
7. The Employer shall be relieved from making such check-off deductions upon:
- a. Termination of employment;
 - b. Transfer to a job other than one covered by this Agreement;
 - c. Layoff from work;
 - d. Agreed leave of absence; or
 - e. Revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deduction, except that deductions for terminated Employees shall be governed by paragraphs 1, 4 and 5 hereof. These provisions, however, shall not relieve an Employee of the obligation to make the required dues and initiation fee payments pursuant to the Union constitution in order to remain in good standing except as provided in Paragraphs 4 and 5.

8. The Employer shall not be required to make dues deductions or charitable deductions of any kind from any employee, who during any dues month involved, have failed to receive sufficient wages equal to the dues or charitable contribution.
9. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with paragraph 6 hereof, made from the wages of the Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all Employees, including social security numbers, from whom dues, initiation fees and/or grievance and arbitration fees have been deducted. In addition, each month, the Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the

provisions of paragraph 6 hereof, together with the amount deducted for each such Employee.

10. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, their dates of hire; names of terminated Employees, together with their dates of termination; and the names of Employees on leaves of absence.
11. The Employer agrees to make payroll deductions, 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 to remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit C. This deduction shall be made only once a year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit this lump sum of all deductions to District 1199C by a separate check.
12. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, or to the charity of the Employee's designated choice, as the case may be, disposition of the funds shall be the sole and exclusive obligation and responsibility of the Union, or the charity, as the case may be.

ARTICLE IV: NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or be in favor of any Employee on account of race, color, creed, national origin, political belief, religious belief, sex, sexual orientation, age, gender, gender identity or disability, provided such disability does not interfere with the performance of work responsibilities or duties or union activity.

ARTICLE V - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. A 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 for the purpose of administering this Agreement. Prior to any such conference, the Union agrees to give the Employer reasonable advance notice thereof and such conference shall be arranged to the satisfaction of both parties. When a Union representative enters the premises of the Employer, he or she shall notify the administrator or other person in charge of his or her visit, so that his or her activities do not interfere with resident care or the efficient operation of the Employer's business. The Employer shall provide bulletin boards, which shall be used for the purpose of posting proper Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

2. An Employee who serves as a Union delegate shall, be granted three (3) days off per year without loss of wages or benefits to attend Union seminars that require delegate attendance.

ARTICLE VI - PROBATIONARY EMPLOYEES

1. Newly hired Employees during the term of this Agreement shall be considered probationary for a period of sixty-five (65) calendar days from the date of employment, excluding time lost for sickness or for other absences.
2. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VII - SENIORITY

1. Definition
 - a. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity provided that such seniority shall be cumulated separately with the Employer by whom the Employee is employed, Chestnut Hill Lodge Health and Rehabilitation Center.
 - b. Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within the department. Forty (40) hours are considered "full-time" for the purpose of this Agreement or thirty-six hours for employees working twelve-hour shifts (not including the nurses working on the week-end program).
2. Accrual
 - a. An Employee's seniority shall commence after the completion of his or her probationary period and shall be retroactive to the last date of his or her hire with Chestnut Hill Lodge Health and Rehabilitation Center.
 - b. Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay, up to six (6) months or for the period of maternity leave; during an authorized leave of absence with pay; and during a sick leave of up to six (6) months.
 - c. Classification seniority shall accrue during the periods specified in paragraph 2b above, and during the time an Employee works in a specific job classification.
 - d. Temporary Employees, as defined in Article I, paragraph 1.b. shall have no seniority status during the time they occupy the status of temporary Employees, but should any temporary Employees become permanent Employees, then their seniority shall be retroactive to the date of employment.

- e. A yearly seniority list shall be provided to the Union by the Employer.
3. Loss of Seniority: An Employee's seniority shall be lost when he or she:
- a. Is terminated voluntarily;
 - b. Is discharged for cause;
 - c. Is laid off for a period of one (1) year or for the term of this Agreement, whichever is greater;
 - d. Fails to return from authorized leave of absence at the specified time when physically able to do so. The Employee is to give prior notification to the Employer if he or she is unable to report on the expiration of his or her leave of absence; or
 - e. The Employee fails to return from a layoff within three (3) days after receipt of a certified letter from the Employer offering reinstatement, unless otherwise agreed to by the parties. A copy of the letter shall also be sent by the Employer to the local office of the Union at 1319 Locust Street, Philadelphia, Pennsylvania 19107.
4. Application
- a. Bargaining unit seniority shall apply in any computation and determination for 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.
5. Layoff
- a. In the event a layoff becomes necessary within a job classification, all employees with that job classification, not covered by the collective bargaining unit, shall be laid off first then probationary employees without regard to their individual periods of employment. Non-probationary Employees shall be 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 in another department, which the Employee, in the sole discretion of the Employer, has the ability to perform, then bargaining Unit seniority shall prevail in assigning such Employee scheduled to be laid off to such vacant job. This provision is not intended to circumvent paragraph 8 of this Article.
6. 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 or she has the ability to do the work, in the sole discretion of the Employer, and if not, the next senior Employee will be recalled, and so on.

- b. Probationary Employees who have been laid off have no recall privileges.
7. It is agreed in principle, that for the purpose of applying seniority to recalls and to vacant positions and layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together.
8. Promotions
- a. Where a promotion vacancy in a bargaining unit job occurs, the Employer shall promote the Employee with the greatest bargaining unit seniority; unless, as between or among the Employees who bid for the vacancy therein, there is an appreciable difference in their ability to do the job, in the sole judgment of the Employer. Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.
 - b. An Employee who is promoted or transfers to weekend program shall serve the same probationary period on the new job as a "new hire." If he or she is removed from the new job during the probationary period, he or she shall be returned to his or her former job without loss of seniority or other benefits, except that if he or she is discharged, his or her rights shall be subject to Article XXII of this Agreement.
9. Disputes under this Article shall be subject to the grievance and arbitration provision of this Agreement.
10. Super-seniority for Union Delegates: All delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall.
11. Posting of Vacancies.
All job vacancies, to include the shifts, will be posted for bid for a period of five (5) working days.

ARTICLE VIII – WAGES AND MINIMUMS

1. Each Employee on the payroll of the Employer shall receive an increase according to the following schedule or an increase to the new minimum whichever is greater:

September 1, 2016	- 2%
September 1, 2017	- 2%

September 1, 2018 - 2%

September 1, 2019 - 2.5%

The minimum rates for new Employees are contained in Schedule A, attached hereto and made a part hereof.

2. All Employees who, at the time this Agreement goes into effect and during the term of this Agreement, and after application of the increase herein before provided, have to reach the federal minimum wage as defined in the Federal Minimum Wage Act, as amended, then in effect, shall receive such additional wage increases as are required to meet the then prevailing federal minimum wage.
3. No Employee shall be paid below the minimum effective rate for his or her classification.
5. The Employer may, in its sole discretion, pay employees a sign-on and/or a referral bonus in an amount of up to \$500.00. The amount of the bonus will be determined by the Employer and the terms communicated to employees via a notice posted on the Employer's bulletin board.
6. The Employer will meet with the Union to discuss the need to raise the base rate for any classification if or when it becomes necessary prior to implementing or changing the base rate for a classification covered by this Agreement.

ARTICLE IX –: HOURS: Full-time Employees will be scheduled to work either twelve or eight hour shifts. Nothing in this Article is intended to guarantee a minimum number of hours of work in a given week or day.

1. The regular work week for full-time Employees working eight-hour shifts shall consist of forty (40) hours per week, exclusive of an unpaid thirty minute lunch period each day. Employees shall receive two (2) days off in each full calendar week, except in the event of overtime.
2. The regular work week for full-time Employees working twelve-hour shifts shall consist of at least thirty-six hours, exclusive of an unpaid thirty-minute lunch period each day. Employees shall receive at least two (2) days off in each full calendar week, except in the event of overtime.
3. The regular work week for Part-time Employees shall not exceed five (5) days.
3. Full-time Employees shall be entitled to two (2) rest periods, of fifteen minutes each, in each working day as assigned by Employer to each Employee. Employees who work a full half shift shall be entitled to one (1) fifteen minute rest period.

4. 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) week 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. This provision shall not apply to probationary Employees.
5. An Employee who reports for work at the start of his or her regularly assigned shift, without being notified not to report shall, in the event no work is available, be compensated by payment of a total of eight (8) hours pay at the regular hourly rate of pay, or the Employee may be assigned other work to do that he or she can perform at his or her 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 cause beyond the control of the Employer.

ARTICLE X – OVERTIME

1. Employees shall be paid one and one-half (1.5) times their regular hourly rate for authorized time worked in excess of forty (40) hours per week.
2. When a vacancy occurs within twenty-four hours of the scheduled shift and overtime is required, the Employer will utilize PRN employees and/or seek volunteers on the shift prior to the vacancy and/or volunteers from a list of Employees that have signed up for the overtime work. Part-time Employees not going into overtime status will be given first opportunity to sign up for available hours. This list is to be posted daily for volunteers to work overtime, if needed. If no PRN Employees or volunteers are secured, overtime will be mandated. Employees, however, will be allowed one (1) written refusal to work mandated overtime per quarter, for valid reasons provided to the supervisor, without disciplinary penalty. Only one refusal per occasion of overtime on the affected shift will be permitted. When overtime is mandated, Employees on the shift prior to the vacancy will be requested to fill the vacancy in inverse seniority on a rotating basis.
3. There shall be no pyramiding of overtime.

ARTICLE XI – SHIFTS

1. The Employees shall work on the shift, shifts or shift arrangements for which they are hired. The Employer may change an Employee's shift only for good and sufficient reason in the discretion of the Employer. Voluntary changes may be effected at any time in the discretion of the Employer.
2. 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 the

Employee is then working and if more than one Employee applies, such change shall apply to the Employee, who, in the opinion of the Employer, is qualified to do the work; provided however, that whenever possible, preference shall be given to the Employee with the most classification seniority. Notwithstanding the foregoing, established Employees shall have preference over new Employees in filling vacancies on another shift in the classification in which they are then working.

3. A shift differential for employees scheduled to work Monday through Friday shall be paid as follows: \$1.50 per hour will be paid to employees on the 3:00 p.m. to 11:00 p.m. shift and \$1.00 per hour will be paid for employees working 11:00 p.m. to 7:00 a.m. shift.
4. Any employee who works all scheduled hours on the weekend program (Saturday and Sunday twelve hours each) will be paid an extra four dollars (\$4.00) per hour in addition to his or her regular straight time rate. An employee who is scheduled to work each of these days but (without advance permission) is more than thirty (30) minutes late, leaves more than thirty (30) minutes early or is absent will not receive the weekend differential for any hours worked during that weekend. Employees who are late less than thirty (30) minutes or leave early but not more than thirty (30) minutes will not receive the weekend differential for the day the employee is late/leaves early.

ARTICLE XII – PERSONAL TIME OFF

Employees will be provided personal time off (PTO), pursuant to the Chestnut Hill PTO policy. Weekend Program employees are not eligible for PTO. Employees who work on Martin Luther King, Jr. Day or a designated premium day under the Chestnut Hill PTO policy (July 4th, Thanksgiving, Christmas and New Year's Day) will receive time and one-half their regular rate (including incentive pay). If a holiday falls on a weekend and a weekend employee works on the holiday, this day will count as one of their two required holidays.

ARTICLE XIII - PAID LEAVE

Employees, after the expiration of their probationary period, shall be entitled to paid leave as follows:

1. **Bereavement Leave**
An Employee shall be paid his or her regular pay for three (two for 12-hour shift employees) scheduled working days' absence, including the date of the funeral in the event of the death of his or her parents, spouse, child, brother, sister, grandchild, or grandparents (to include steps for all the aforementioned immediate family members) upon proof of death and relationship. An Employee shall be paid at his or her regular pay for one (1) regularly scheduled working days' absence in the event of the death of his or her father-in-law or mother-in-law.

2. Jury Duty

A regular Employee who is called to serve on jury duty shall be compensated by the Employer for the difference between his or her regular straight time hourly pay for each regularly scheduled work day lost, and the amount received as a juror's fee, provided the Employee offers, upon request of the Employer, valid proof of such jury duty and proof of the amount received as a juror's fee. Whenever an Employee on jury duty is temporarily excused from such duty by the court, on his or her scheduled work day, he or she shall advise his or her supervisor as promptly as possible and stand ready to report for work, if requested to do so by the Employer. The receipt of a subpoena or the notice to report for such jury duty must be reported immediately to the Administrator and the Employer may require that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are services which are essential to the Employer at the time of the proposed jury service.

ARTICLE XIV – UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Medical Leave of Absence

Employees will be provided leaves of absences in accordance with the Family and Medical Leave Act and the Employer's FMLA policy. Unpaid medical leave of absence may be granted for a period of up to seven (7) months (inclusive of any FMLA time), provided that in such case that such Employees have been continuously employed for at least their probationary period.

2. Military Leave

Leave of absence for the performance of duty with the United States Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

3. Leave of absence without pay for other good and valid reasons will not be unreasonably denied by the Employer.

4. Union Business

A leave of absence shall be granted to Employees with one or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operation of the Employer's business.

ARTICLE XV – PAST PRACTICES

No past practice shall be binding upon the Employer unless reduced to writing and agreed to by the Employer and the Union.

ARTICLE XVI – HEALTH, LIFE, SICKNESS & ACCIDENT INSURANCE

Employees covered by this Agreement shall continue to be covered under the Employer health, life and disability insurance programs to the same extent and under the same conditions as other non-union employees at this location.

ARTICLE XVII – MANAGEMENT RIGHTS

1. 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, the Employer reserves the right to establish and administer policies and procedures related to resident care, research, training, operations, services and maintenance of the Employer's facility; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote, transfer, layoff 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 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 qualification 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 establishment, 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.
2. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum resident care, and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE XVIII – DISCHARGE AND PENALTIES

1. The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.
2. The Employer will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice to the Employer within seven (7) working days, from the date of receipt of the discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth; however, commencing at Step 3 of the grievance process. If the Union notice of contest is given seven (7)

working days after receipt of the notice of discharge, the days beyond seven (7) days shall be deemed waived insofar as back pay is concerned.

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

ARTICLE XIX – NO STRIKE OR LOCKOUT

1. No employee shall engage in any strike, sympathy strike, sit-down, sit-in, cessation, stoppage or interruption of work, boycott or other interference with the operations of the Employer. 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, sympathy strike, sit-down, sit-in, slow-down, cessation, 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.
2. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:
 - a. Publicly disavow such action by the Employees.
 - b. Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
 - c. Notify the Employees of its disapproval of such and instruct such Employees to cease such action and return to work immediately.
 - d. Post notices at Union bulletin boards advising that it disapproved such action, and instructing Employees to return to work immediately.
3. The Employer will not lock out Employees during the term of this Agreement.

ARTICLE XX – GRIEVANCE PROCEDURE

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 hereof and shall be processed and disposed of in the following manner:

Step 1: Within five (5) days (except as provided in Article XVIII) an Employee having a grievance and/or his or her Union delegate or other representative shall take it up with his or her immediate supervisor. The Employer shall file its answer to the Employee and/or his or her Union

delegate or other representative within five (5) working days after presentation of this grievance in Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance, within five (5) working days after the answer in Step 1, may be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his or her Union representative and presented to the grievant's department head or designee. A grievance presented in Step 2 shall be answered by the Employer in writing within five (5) days after its presentation.

Step 3: If the grievance is not settled in Step 2, the grievance, within five (5) working days after the answer in Step 2, may be presented at Step 3. A grievance shall be presented in this step to the personnel director or administrator of the institution or his or her designee; he or she or his or her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in 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. 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 in Article XVIII.

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.

2. All time limits specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays.
3. A grievance that affects a substantial number or class of Employees and which the Employer representative designated in Step 1 or Step 2 above, lacks the authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE XXI – ARBITRATION

1. A grievance as defined under Article XX, which has not been resolved there under, within thirty (30) working days after completion of Step 3 of the grievance procedure, may 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.
2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employee.
4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XXI, and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

ARTICLE XXII – EFFECT OF LEGISLATION – SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention to the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provisions 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 XXIII – MISCELLANEOUS

1. Employees shall be required to maintain their current address on file in the home office. All notices to Employees will be considered to have been sent properly if they are sent to the last address of record.
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 is defined as any suddenly-arising situation necessitating immediate action by the supervisor to maintain the safety or health, to prevent damage to equipment, facilities, property and/or materials and to aid in correcting or repairing malfunctions.
3. **Registered Nurse Utilization**
The employer may utilize Registered Nurses to care for post-acute patients in up to forty beds. The Employer agrees that any LPN displaced due to this utilization will be offered a position in another unit. The Employer agrees to meet with the Union upon request on a semi-annual basis to evaluate the impact of this change on the five-star rating system. If the Employer violates this provision, the Union shall notice the Employer and the Employer shall have three (3) days to cure the issue.
4. **Minor Infractions**
All minor infractions on an Employee's record shall be cleared after nine months, provided that the said period of nine months shall be free of any other infractions. A minor infraction is defined as a violation of a nursing home rule or policy that results

in an oral warning or written warning without the imposition of any disciplinary suspension or other time off.

5. Uniforms

The Employer shall provide all bargaining unit Employees with four (4) uniforms per year. Two (2) uniforms will be provided in January and two (2) uniforms will be provided in July of each year. The uniform will be selected by the Employer and will remain the property of the Employer. Employees shall maintain uniforms in good condition and repair. Newly hired employees will receive two (2) uniforms upon completion of their Probationary period unless their probationary period ends within thirty (30) days of the date that they would otherwise be issued uniforms in accordance with the contract and no employee with less than six months service will receive more than two uniforms.

ARTICLE XXIV – 401(K)

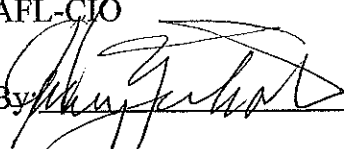
Employees shall be eligible to participate in the Employer's 401(k) program under the same terms and conditions of non-bargaining unit employees at this facility.

ARTICLE XXV – EFFECTIVE DATES AND DURATION

1. This Agreement shall be in full force and effect for the period commencing on September 1, 2016 and ending at midnight on August 31, 2020.
2. The Employer and the Union jointly agree to 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 Union and the Employer have executed this Agreement, this ____, day of October, 2016.

District 1199C, National Union of Hospital
And Health Care Employees, Health AFSCME,
AFL-CIO

By:  _____

Date: 11-23-2016

Resthaven Nursing Center (Chestnut Hill)
Inc., Chestnut Hill Lodge and Rehabilitation
Center

By:  _____

Date: 11/22/16

**SCHEDULE A:
CHESTNUT HILL**

The minimum wage rates shall be as follows:

<u>Date</u>	<u>Rate</u>		
	0-3 years	3 plus years	W/E Program
September 1, 2016	\$22.50	\$23.50	\$25.50
9/1/2017	\$22.75	\$24.00	\$26.00
9/1/2018	\$23.00	\$24.50	\$26.50
9/1/2019	\$23.25	\$25.00	\$27.00

3-11 Shift employees - \$1.50 Shift Difference
 11-7 Shift employees - \$1.00 Shift Difference
 Week-end Program Premium - \$4.00
 Twelve-hour shift employees receive the base rate

