

COLLECTIVE BARGAINING AGREEMENT

Between

CLIVEDEN NURSING AND REHABILITATION CENTER PA, L.P.

And

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

JULY 1, 2014 – JUNE 30, 2018

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PREAMBLE

This is a collective bargaining agreement (hereafter “this” or “the” “Agreement”) between CLIVEDEN NURSING AND REHABILITATION CENTER PA, L.P. (“Employer” or “Company”) and NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C (“Union”) to establish terms and conditions of employment for the Employer’s Employees who are represented by the Union.

ARTICLE 1

RECOGNITION

1.1 (a) The Employer recognizes the Union as the exclusive bargaining representative for all full time and regular part time and pool LPNs employed by Cliveden Nursing & Rehabilitation Center at its facility located at 6400 Greene Street, Philadelphia, Pennsylvania who work an average of at least four hours per week and excludes all full time and regular part-time service and maintenance Employees, including CNAs, unit clerks, dietary, housekeeping, laundry and maintenance Employees, and all other Employees, management level Employees, professional Employees, office clericals, guards and supervisors as defined in the NLRA included in case # 4-RC-060879

(b) To qualify for benefits, a part-time Employee must be regularly scheduled to work at least fifteen (15) hours per week or thirty (30) hours per pay period, or actually work those hours for three (3) consecutive months.

(c) Where a reference is made in this Agreement to an Employee or to Employees in one gender, the reference includes the other gender as well.

1.2 A temporary Employee is defined as one who is hired for a period of up to three months and is so informed at the time of hire, or who is hired for a special project, or to replace an Employee on leave or vacation. The three month period may be extended up to an additional three months or for the length of leave of the Employee being replaced, provided that such Employee shall become a member of the Union after the expiration of the initial three month period.

1.3 All Employees newly hired or rehired after termination of their seniority shall be considered probationary Employees during the first 90 days of their employment. This Agreement shall not apply to a probationary Employee. During and at the end of the probationary period, the Employer may discharge any such probationary Employee at its sole discretion and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. As an alternative to any such discharge at the end of the probationary period, the Employer with the agreement of the Union, may extend the probationary period of an

Employee for up to 30 additional calendar days. During the probationary period, the Employee will not be entitled to any benefits under this Agreement. Upon completion of the probationary period, the Employee will be placed on the seniority list as of her date of hire.

1.4 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, Section 1 hereof.

ARTICLE 2

UNION SECURITY

2.1 All non-probationary 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.

2.2 All non-probationary Employees on the active payroll as of the effective date of this Agreement, who are not members of the Union, shall become members of the Union within 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.

2.3 All Employees hired after the effective date of this Agreement shall become members of the Union no later than the 30th day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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

2.5 Subject to the grievance and arbitration procedure of this Agreement, an Employee who has failed to maintain membership in good standing as required by the Article shall within 20 calendar days following receipt of a written demand from the Union requesting her discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

2.6 The Union agrees to indemnify and save the Company harmless from any claims or liabilities arising out of the Company's action for the purpose of complying with this Article.

2.7 At the time of hire, the Employer will provide written notice to the Employee of its contractual relationship with the Union and the Employee's obligations under Articles 2 and 3 of this Agreement.

ARTICLE 3

CHECK-OFF

3.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two consecutive monthly installments beginning the month following completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon 30 days' written notice from the Union.

3.2 The Employer agrees to remit said dues and initiation fees to the Philadelphia Office of the Union, as designated in said notice, on a monthly basis.

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

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

3.5 Such Employees shall be required, as a condition of continued employment, to remit monthly, to either the Lupus Foundation, the Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of

the Internal Revenue code, 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 in the form annexed hereto as Exhibit "B".

(a) If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in the Agreement, on the Employee's behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.

(b) Such costs shall include, but not be limited to, the expense of 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.

(c) The Employee shall not have the right, authority, or ability to designate, engage or otherwise hire her own attorney to prosecute 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 Employee shall be taken to arbitration.

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

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

3.6 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 agreement, or (c) layoff from work, or (d) agreed leave of absence, or (e) revocation of the "check-off" authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Sections 3.1, 3.4 and 3.5 hereof. These provisions, however, shall not relieve any Employees of the obligations to make the required dues and initiation fee payments pursuant to the Union constitution in order to remain in good standing, except as provided in Sections 3.4 and 3.5.

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

3.8 Each month the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all Employees, and their social security numbers, from whom dues and/or 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 Section 6 thereof, together with the amount deducted for each Employee.

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

3.10 Upon receipt of written authorization from an Employee in the form annexed hereto as Exhibit "C", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completions of the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199C Credit Union or a credit union designated by the Union to the

credit or account of said Employee. It is understood that such "check-off" remittance shall be made by the Employer whenever feasible.

3.11 The Employer agrees to make a payroll deduction once each calendar year from an Employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D". The deduction shall be made only once per 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.

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

ARTICLE 4

MANAGEMENT RIGHTS

4.1 (a) All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of the 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, education, training, operations, services and maintenance its facilities; 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 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 schedule work, work hours, days, shifts or weeks; to control and regulate the use of facilities, supplies, equipment and other property of its facilities; to determine the number, location and operation of divisions, department and all other units of the Employer; to determine the assignment of work, the qualifications required and the size and composition of the work

force; to make or change Employer rules, regulations, policies and practices not inconsistent with the terms of the Agreement; and otherwise generally to manage its facilities, attain and maintain full operating efficiency and optimum resident care and to direct the work force, except as expressly modified or restricted by a specific provision of the Agreement.

(b) Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the facilities; standards of service and care; budget; utilization of new technology, equipment or methods; organizational structure, selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to transfer or subcontract work to other establishments, individuals or other companies; to buy, sell, lease, transfer, reorganize or close down all or any part of its operation; to determine the number and types of Employees required, and to otherwise take such measures as the Employer may determine to be necessary to the orderly or economical operation of its facilities. The above management rights are by way of example, but not by way of limitation.

(c) These rights cannot be used in an arbitrary or capricious manner.

4.2 The Union, on behalf of the Employees, recognizes that the primary obligation of the Employer is to insure the safety and comfort of its residents. Consequently, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal resident care. The Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

4.3 Present bargaining unit work may be subcontracted in emergency situations or to fill a vacant position for no longer than a thirty (30) day duration. Employer will not subcontract bargaining unit work for the sole purpose of eliminating bargaining unit positions.

4.4 There shall be no individual agreements between Employees and the Employer

4.5 Nothing herein contained is to be construed to mean that a worker or groups of workers have inherent rights to a particular job(s)..

ARTICLE 5

NO STRIKES OR LOCKOUTS

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

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

5.3 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, or stoppage or interruption to work, boycott, or other interference with the operations of the Employer occur, the Union, within 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 action 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

5.4 Employees participating in any strike, slowdown, or other concerted work stoppage shall be subject to discharge. Any discharge under this Section will be subject to arbitration only to the extent of whether the Employee participated in such activity; the penalty for such activity shall be at the Employer's sole discretion..

5.5 The Employer agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

ARTICLE 6

SENIORITY

6.1 (a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the Institution.

(b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a department.

6.2 An Employee's seniority shall commence after the completion of her probationary period and shall be retroactive to the date of her last hire.

(a) Leaves of absence. Seniority shall accrue during any continuously authorized leave of absence without pay up to three (3) months; during an authorized leave of absence with pay; or during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an Employee's employment, if the Employee is recalled into employment.

(b) Seniority shall apply in layoffs, recalls, the scheduling of vacations and in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

6.3 An Employee's seniority shall be lost when she:

- (a) Terminates employment voluntarily;
- (b) Is discharged for just cause;
- (c) Is laid off for a period of one year or a period exceeding the length of the Employee's continuous service, whichever is less;
- (d) Fails to return from an authorized leave of absence at the specified time;

(e) Fails to return from layoff within seven days after the documented delivery to the Employee's last address on file with the Employer of a letter from the Employer offering reinstatement. A copy of the letter will be sent to the local Union.

(f) While on leave of absence, takes another job during their normal nursing home working hours, without written consent of the Administrator;

(g) Falsifying the reason for a leave of absence whether such leave is paid or unpaid.

(h) Fails to return from a disciplinary suspension as scheduled

(i) Is absent for 24 consecutive hours without calling in unless the Employee presents a reasonable excuse acceptable to the Employer

(j) Three Union Delegates under this Agreement shall head the bargaining unit 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, provided the employee can perform the work available.

6.4 Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become permanent Employees, then their seniority shall be retroactive to their date of employment.

6.5 The Company will provide to the Union and post once per year an updated seniority list.

ARTICLE 7

PROMOTIONS/VACANCIES

7.1 When a vacancy in the bargaining unit exists which the Employer decides to fill, the following procedures shall be used in filling such vacancies:

(a) The Employer agrees to post a notice of such job vacancies for five days and to consider the qualifications of all applicants for such vacancies. The position shall be awarded to the Employee whom the Employer considers most qualified for the position who has the demonstrated work history, skills and ability necessary to perform the work. In the event that the skills, ability and work histories (collectively "qualifications") of two Employees are relatively equal, seniority shall prevail. If the Employer concludes that no Employee is qualified, then it may hire from outside the unit. If an Employee is selected for the vacant job, that Employee shall have a 30 day trial period. If, in the opinion of the Employer the Employee does not successfully complete the trial period, or if the Employee does not wish to continue in the job, that Employee shall be returned to her former classification within the trial period without loss of classification seniority unless she loses her seniority under other provisions of this Agreement.

(b) Where a promotional vacancy in a bargaining unit job occurs, the Employer shall promote the Employee with the greatest seniority, unless as between or among the Employees who bid for the vacancy, there is an appreciable difference in their work history and ability to do the job. Disputes under this provision shall be subject to the grievance and arbitration provisions of the contract.

(c) An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job at his/her former rate of pay without loss of seniority or other benefits, except that if he/she is discharged, his/her rights shall be subject to Articles 11 and 12 of this Agreement.

ARTICLE 8

LAYOFF AND RECALL

8.1 In the event a layoff becomes necessary within a job classification, the layoff will occur in the following order:

- (a) temporary Employees.
- (b) part time Employees not covered by the collective bargaining agreement.

(c) probationary Employees.

(d) pool employees: part-time Employees who are covered by the collective bargaining agreement, provide, however, that if such part-time Employee refuses to take a full time position to avoid layoff, the part time employee will be laid off.

(e) non-probationary Employees on the basis of their classification seniority.

8.2 In the event an Employee is scheduled to be laid off in one department and there exists a vacant job in another department, or a job filled by a probationary Employee, temporary Employee or part-time Employee not covered by this Agreement, for which the Employee has the skills and ability to perform, then seniority shall prevail in assigning such qualified Employees scheduled to be laid off to such jobs.

8.3 Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their seniority in the reverse order from 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 seniority will be recalled if she or she has the skills and ability necessary to do the work and if not, the next senior Employee with the skills and ability necessary to do the work will be recalled and so on. When an Employee is recalled to a job other than her regular job and for which she has the skills and ability necessary to perform the work, she shall receive the rate for the job which she is performing. Employees who are recalled to work and at the time of their layoff were in an active step of discipline will be on probation, except the Employee will have access to the grievance and arbitration process duration.

8.4 Probationary Employees who have been laid off have no recall privileges.

8.5 For purposes of applying seniority to recalls, vacant positions and layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped.

ARTICLE 9

HIRING

9.1 It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on the jobs in the institution, it is therefore agreed:

(a) The employer may utilize the Union's employment service for the recruitment and referral of qualified personnel for bargaining unit job vacancies and training positions;

(b) The employer will notify the Union's employment service of all bargaining unit job and training position vacancies.

(c) The employment service shall be administered by the Union and the costs of operating the service shall be borne by the Union;

(d) The Employer retains the right to hire such applicants referred by the employment service as it deems qualified in its sole discretion, and also retains the right to hire applicants from other sources;

(e) The Employer will 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 10

DISCIPLINE

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

10.2 The Employer will notify the Union in writing of any discharge or suspension within 72 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 5 calendar days from the date of receipt of the notice of discharge or suspension. In the event the Union contests the discharge or suspension, the dispute shall be submitted and determined under the grievance and

arbitration procedure beginning at Step 2. The Union's notice of contest shall not delay implementation of the suspension or discharge

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

10.4 The Employer will not discipline an employee in such a manner as to embarrass the employee before the public or other employees except in the case where the welfare of a resident would be affected. The Employer shall honor an employee's request to have a delegate or other employee present when formal discipline (written warning or above) is issued.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 A grievance shall be defined as a dispute or complaint arising between the parties of this Agreement concerning its interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1

Within 10 working days, an employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immediate supervisor. The employer shall give an answer to the employee and/or his Union delegate or other representative within 10 working days after the presentation of the grievance in Step 1.

Step 2

If the grievance is not settled in Step 1, the grievance may, within five working days after the answer in Step 1, be presented in Step 2, reduced to writing, signed by the grievant and his/her Union representative and presented to the department head. A grievance as presented in Step 2 shall be answered by the Employer in writing within five working days after its presentation.

Step 3

If the grievance is not settled in Step 2, the grievance may, within five working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the employer's nursing home administrator or representative designated by management, or his/her designee, and he/she or his/her designee shall render a decision in writing within five working days after the presentation of the grievance in this step.

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

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

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

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

ARTICLE 12

ARBITRATION

12.1 A grievance which has not been resolved may, within thirty (30) working days after completion of Step 3 of the Grievance Procedure, be referred for arbitration by the Union to an arbitrator selected in accordance with the procedure of the American Arbitration Association. The arbitration shall be conducted under the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association.

12.2 **Authority of Arbitrator.** The arbitrator will make his/her findings and render the decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to,

modify, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

12.3 **Effects of Decision.** The decision of the arbitrator shall be final and binding upon the Employer, Union, and the Employees covered by this Agreement.

12.4 **Expenses.** The expenses of the arbitration and the arbitrator's fee shall be borne equally by the parties.

12.5 **Retroactivity.** Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the Grievance Procedure except if the grievance concerns an error in the Employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved Employee(s) may have received from any source during the period for which back pay is claimed.

ARTICLE 13

NON-DISCRIMINATION

13.1 The parties agree to continue their present practice of non-discrimination against or in favor of any Employee on account of lawful union activities, race, color, creed, national origin, sexual orientation, political or religious belief, sex, or age, non-job-related disability or engaging in/support or refusing to engage in/support union activity.

ARTICLE 14

UNION VISITATION & BULLETIN BOARDS

14.1 With prior notice to the Administrator or her designee, representatives of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, or delegates of the Union and/or Employees, for the purpose of administering this Agreement, provided the representative does not interfere with the operations of the Home or with resident care. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of her visit.

14.2 (a) The Union will notify the employer in writing of the identity of the Union's delegates. Except as permitted in this Agreement, delegates are to refrain from performing Union activities on work time. The 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 (if the immediate supervisor is a Union member, then permission must be obtained from the department manager). Such permission shall not be unreasonably withheld, but shall not be granted in times when it interferes with resident care or the efficient operation of the employer.

(b) If the delegate finds it necessary to enter a department of the nursing home other than her own department, she shall first secure the permission of her own department head. When she arrives in the other department, she will also secure the permission of that department head. Such visit shall not interfere with the operation of the nursing home.

14.3 The work schedules of no more than three Employees elected as Union delegates shall be adjusted to permit their attendance at these delegate assembly meetings, provided that the Employer's operations shall not be impaired and provided further the Union gives the Employer 14 calendar days advance notice in writing to the administrator of such change.

14.4 The Employer shall provide an enclosed bulletin board for the exclusive use of the Union for the purpose of posting proper Union notices. Notices shall not be posted in any other place. Such bulletin boards shall be placed in the Employee's dining room.

14.5 An Employee who is required to attend health and safety meetings and/or inspections shall do so without loss of pay.

14.6 Up to three Union delegates shall be granted unpaid time off for up to 4 days per year to attend Union seminars and other Union functions that require delegate attendance provided the Union gives the Employer at least two (2) weeks advance written notice.

ARTICLE 15

HOURS OF WORK

15.1 The regular work day and work week for Employees shall consist of the number of hours per week regularly worked by such Employees, excluding an unpaid lunch period of one-half hour per day, if applicable. Nothing in this Agreement shall be construed as a guarantee by the Employer of hours worked per day, per week, or per year.

15.2 The work week shall consist of seven (7) days beginning at 7:00 a.m. on Monday and ending 7:00 a.m. the following Monday.

15.3 Employees shall report dressed and ready for work at their job location, and quit work at their job location, at the times designated by the Employer as the beginning and end of their regular work day, unless expressly advised otherwise by the Employer.

15.4 Employees who work in departments which operate seven (7) days a week shall be required to work every other weekend. Weekends missed due to a scheduled vacation, military leave, FMLA, admitted hospitalization or approved bereavement leave will not be required to be made up.

15.5 There shall be two (2) fifteen (15) minute scheduled rest periods for regular full-time Employees per eight and one-half (8 ½) hour shift. Such breaks must not interfere with required patient care. Scheduling of breaks shall be at Management's direction.

15.6 The Employer shall consider time spent by Employees attending mandatory in-service meetings as work time.

15.7 In the event the Employer wishes to permanently change an employee's start time, the Employer shall notify the Employee in writing of the change two (2) weeks in advance. In the event the Employer wants to temporarily change an Employee's start time due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary. The Employer will attempt to notify the Employee as far in advance as possible. This provision shall not apply to probationary employees.

15.8 Employees may be permitted to change or exchange days with another employee provided both employees receive prior permission from their supervisors and the exchange does not result in overtime.

15.9 The Employer shall determine the starting and terminating time of each Employee consistent with the needs of patients and residents. The Employer will post regular and rotating schedules on Monday of the week preceding the effective date of the schedule.

15.10 Employees shall be entitled to one unpaid thirty (30) minute meal break each eight-hour shift. Employees are not permitted to do work during the meal break unless specifically directed by a supervisor to do so.

15.11 An Employee who reports for work at the start of his/her regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of four (4) hours pay at the regular hourly rate of pay or he/she may be assigned to other work to do that he/she can perform at his/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 Employer.

15.12 Employees will be permitted up to seven (7) minutes grace period for lateness which shall not be abused. Lateness in excess of seven (7) minutes shall result in docking for all late time. This provision will not limit the Employer's right to discipline employees for lateness of less than seven (7) minutes.

15.13 In the event a person is called in to work a shift and he/she reports to work within two (2) hours of the start of the shift he/she shall be paid for the entire shift. In the event the Employee reports after the above, he/she shall only be paid for time worked.

ARTICLE 16

OVERTIME

16.1 An Employee shall be paid time and one-half (1½) her regular hourly rate for all hours worked over eight (8) in a day or forty (40) in the work week. The Employer, in its

discretion, may implement schedules to pay overtime on the basis of "8 and 80" consistent with the applicable provisions of the Fair Labor Standards Act.

16.2 There shall be no duplication or pyramiding in computation of overtime or other premium pay under this Agreement.

16.3 The Employer will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees, whenever possible. An Employee who is scheduled to work an extra shift and has the shift cancelled with less than two hours' notice shall be given the opportunity to work at least four (4) hours.

16.4 The Employer may require Employees to work overtime where necessary for proper resident care or the administration of the facility. If there are insufficient volunteers, mandatory overtime shall be assigned to the least senior Employee in the classification, on a rotating basis, in the reverse order of seniority.

16.5 Until the expiration of this Agreement (June 30, 2014), Employees who work on the Sunday in May known as "Mother's Day" shall be paid two times their regular hourly rate for all hours actually worked on that day.

ARTICLE 17

HOLIDAYS

17.1 The Employer shall recognize the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Norman Rayford Day, Thanksgiving Day, Christmas Day.

17.2 Each full time employee who does not work on the holiday shall be paid his regular hourly rate for his normal hours of work provided he worked his scheduled work day before the holiday and his scheduled workday after the holiday. If an Employee is scheduled to work a holiday and fails to report for work and work as scheduled, he will not be entitled to any holiday.

17.3 An Employee who works on a recognized holiday shall be paid time and one-half (1½) her regular hourly rate for all hours worked. In addition, the Employee shall receive an additional day's pay or another day off, as determined by the Employer after consulting with the Employee, provided the Employee worked her scheduled work day before the holiday and her scheduled work day after the holiday.

17.4 If a recognized holiday falls during an Employee's vacation or on the Employee's day off, the Employee will be paid holiday pay only.

17.5 Part-time Employees will be paid on a pro-rata basis each time a scheduled holiday occurs. They will not be eligible for scheduled time off.

17.6 Holidays will continue to be scheduled on a rotating basis.

ARTICLE 18

PERSONAL DAYS

18.1 Each full-time Employee shall be entitled to three (3) personal days each calendar year. Part-time Employees shall receive prorated personal days based on the hours actually worked. Personal days must be scheduled at least twenty four hours in advance and taken with the prior approval of the Employer.

18.2 Unused personal days shall be paid to the Employee in the last pay period before Christmas.

18.3 Employees hired during the course of the year shall be entitled to personal days for that year as follows:

<u>Month of Hire</u>	<u>Number of Personal Days</u>
January to March	3
April to June	2
July to September	1
October to December	0

ARTICLE 19

VACATIONS

19.1 Each Employee hired on or after July 1, 2014 will have vacation as follows:

After one year of continuous service - ten (10) days;

After five years of continuous service - thirteen (13) days;

After fifteen years of continuous service – fifteen (15) days.

19.2 Vacation time shall be paid at the Employee's regular hourly rate for the number of straight time hours the Employee regularly works.

19.3 Employees will not be able to carry over vacation from year to year. However, when the Employer requires an employee with an approved and scheduled vacation to postpone his/her vacation and there is insufficient time before the end of the employee's then current vacation year for the employee to reschedule the vacation, the employee will be entitled to carry over up to two weeks of the vacation time into the employee's next vacation year. Such carried-over vacation time must be taken within the first month of the employee's new vacation year or it will be lost.

19.4 (a) Vacation shall be approved and scheduled on a departmental basis. Employees may list their vacation preferences on the schedule by March 31 and shall be notified in writing by April 15 as to whether their requests have been granted.

(b) The Employer will make a reasonable effort to grant Employees vacation requests based on the operating requirements of the facility. If more Employees than can be reasonably accommodated by the facility have submitted a vacation request for the same time, the available vacation shall be allotted on the basis of classification seniority.

(c) After March 31, requests for vacation time shall be granted on a first come first serve basis. All vacation requests must be submitted in writing at least four (4) weeks in advance, except for three (3) days of vacation or less, which must be submitted at least two (2) weeks in advance. The Employer shall respond in writing within seven (7) calendar days after receipt of the request.

(d) The number of Employees scheduled off on vacation at any one time shall be determined by the Employer. Employees may schedule vacation in accordance with the process outlined in this Article at any time of the calendar year.

19.5 Except in cases of discharge for reasons other than absenteeism, an Employee whose employment is terminated shall be paid her earned but unused vacation upon termination.

19.6 Part-time Employees shall receive prorated vacation benefits based on the number of hours actually worked.

19.7 Employees must give two weeks' notice of an intent to resign and must work all scheduled shifts during the two week notice period or will forfeit their accrued but unused vacation.

ARTICLE 20

BEREAVEMENT LEAVE AND JURY DUTY

20.1 In the event of the death of a parent, step-parent, spouse, domestic partner, child, brother, sister or grandparent/grandchildren of a regular full-time Employee who has completed her probationary period she will be allowed up to three (3) regular scheduled days off with pay at her regular straight-time rate between the death and the date of the funeral, provided she attends the funeral. In the event the funeral is scheduled on a day that is not a regularly scheduled work day for the Employee, she shall not receive any pay for that day under this provision.

20.2 In the event of the death of a regular full-time Employee's brother-in-law or sister-in-law, mother-in-law, father-in-law, an Employee who has completed her probationary period shall be allowed one (1) day off with pay to attend the funeral if the funeral is scheduled on the Employee's regular work day.

20.3 There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death, attendance of the funeral, and verification of relationship may be required.

20.4 Employees who are summoned for jury duty are to be paid the difference between their regular straight time earnings and the payment received for jury service to a maximum of ten (10) days for all jury service in a calendar year. The Employee shall be required to produce the subpoena or notice to report for jury service as well as proof of jury service upon completion.

ARTICLE 21

SICK LEAVE

21.1 Sick leave is defined as the absence of an Employee from work by reason of illness or accident which is not work related and not compensable under the workers' compensation laws of Pennsylvania. Sick leave is to be used for the illness of the Employee or someone in the Employee's immediate family, as defined in Article 20.1, who requires the Employee's care.

21.2 (a) Upon completion of their probationary period, full-time Employees who were hired on or after July 1, 2013 shall earn sick leave at the rate of one (1) day per month, retroactive to their date of hire, up to a maximum of eight (8) days. After one (1) year of employment, the Employee shall be entitled to eight (8) sick days per calendar year.

(b) Full time Employees on the payroll who were hired before July 1, 2013 shall earn sick leave at the rate of (1) day per month up to a maximum of twelve (12) days.

21.3 If an Employee is injured during the course of any work day and reports the injury to the Employer, the Employer agrees to pay the Employee for time lost from work while receiving treatment in a clinic or in a hospital, if required. If, on the orders of a physician, an Employee is kept in the hospital or sent home, the Employee shall be paid for the balance of the work day at her regular hourly rate of pay.

21.4 The employer shall furnish to the Union the name of its worker's compensation insurance carrier and the policy number.

21.5 To be eligible for benefits under this Article, an Employee who is absent must notify the employer two (2) hours before the start of their regularly scheduled shift. The employer may require written certification of a physician or other acceptable proof of illness or

injury for those Employees who are absent two or more consecutive days. Employees who have been on sick leave also may be required to be examined by the nursing home's doctor or she designee before being permitted to return to duty.

21.6 Sick leave benefits for part time employees shall be prorated based on the number of hours actually worked.

21.7 Upon prior approval of the Employer, sick leave may be used for medical appointments of the employee or a member of his/her immediate family.

21.8 Accrued but unused sick days may be carried over to a maximum of 30 days.

ARTICLE 22

UNPAID LEAVE

22.1 Each Employee who has worked at least 1,250 hours over the prior twelve months shall be eligible for a leave of absence under the terms of the Family and Medical Leave Act. Employees shall be required to use all accrued paid time off as part of the leave, except as otherwise provided in the Agreement.

22.2 Leaves of absence without pay for other compelling reasons will not be unreasonably denied by the Employer provided further that such leaves will not interfere with the operation of the Employer. Such leaves are limited to a maximum of six (6) months including any FMLA leave taken by an Employee in the twelve months prior to the commencement of the leave. Requests for all leaves under this paragraph must be submitted in writing at least fourteen (14) calendar days in advance of the leave, absent an emergency excusable by the Employer.

22.3 Employees must notify the Employer in writing as far in advance as is practical or possible that they will be requesting a leave of absence. The Employer reserves the right to grant or deny a leave of absence, such permission shall not be unreasonably denied.

22.4 The Employer may require doctor certification in the case of any leave of absence, and any Employee returning from a leave of absence for disability or illness must

present a doctor's certificate that the Employee is able to perform all the job duties normally performed in her classification.

22.5 Leaves of absence without pay for other reasons up to thirty (30) days may be granted at the discretion of the Employer. Such leaves shall not interfere with the orderly operation of the Home. An Employee may request an additional thirty (30) calendar days for good and sufficient reasons. All requests for such leave shall be in writing and submitted at least fourteen (14) calendar days in advance.

22.6 A leave of absence not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leave does not interfere with the operation of the Employer. The parties agree that an Employee who is granted a leave of absence to accept a full-time position with the Union may request up to two extensions of the leave for a total of three years. The terms and conditions of any extension shall be handled on a case by case basis between the Employer and the Union.

22.7 Upon return from an authorized leave of absence, the Employee shall be placed in their previous classification and shift based on their classification seniority. In the event they do not have the seniority to return to their former shift, they shall be offered another shift consistent with their classification seniority.

ARTICLE 23

HEALTH AND WELFARE

23.1 The Employer shall make available to full-time Employees who regularly work at least thirty (30) hours a week, medical, dental and prescription benefits on the same terms and conditions as provided to non-bargaining unit Employees of the Employer, as the plans may be amended from time to time by the Employer. If the Union establishes a Taft-Hartley medical plan, the Employer will discuss with them the inclusion of union Employees.

23.2 The Employer shall provide life insurance coverage for each full-time Employee equal to one times the Employee's annual base salary.

23.3 The Employer shall provide a short-term disability benefit for full time Employees who are unable to work for more than ten (10) days due to non-job related illness or injury. An eligible Employee shall be paid fifty percent (50%) of her wages (based on the average weekly gross for regular hourly earnings for the previous twenty-six (26) weeks) for the duration of the disability up to thirteen (13) weeks in any contract year.

ARTICLE 24

RETIREMENT PLAN

Each Employee who has completed at least one continuous year of service or 2,080 hours, the Employer shall match Employee contributions to the Company's 401(k) Plan up to 4%.

ARTICLE 25

WAGES

25.1 The wages for bargaining unit Employees are set forth in Appendix A.

ARTICLE 26

GENERAL PROVISIONS

26.1 Employees shall be required to maintain their current address on file with the employer. All notices to Employees will be considered as to have been properly sent if they are sent to the last address of record.

26.2 Supervisors shall not do work normally performed by bargaining unit members, 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 herein as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

26.3 All minor infractions on an Employee's record shall no longer be used as a basis for additional discipline after one year, provided that the one year is free of any other infractions.

A minor infraction is defined as a violation of an Employer rule or policy which results in an oral warning or written warning without the imposition of any disciplinary suspension or other time off. Although the minor infractions will no longer be used as a basis for additional discipline, the infractions shall remain on the Employee's record as part of her work history.

26.4 If the Employer should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall with any classification covered by this Agreement and yet involves duties which render the Employee subject to their Agreement, the wage rate of such Employee shall be discussed the Union and the employer. If the parties are unable to agree on a wage rate, the Employer will implement the wage rate and the matter will negotiated at the next general negotiations. Before discussing the wage rate, the Employer shall give to the Union a description of the new position.

26.5 Mandatory in-service education programs will be given either on the Employee's regularly scheduled shift or within one hour of the Employee's normally scheduled start or finish time.

26.6 The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, upon request of either party, meetings shall be scheduled at mutually agreeable times to take up matters of mutual concern. Grievances are to be addressed in the grievance procedure and shall not be subject to discussion during labor management meetings.

26.7 An Employee may inspect the contents of her personnel file during the day and not on working time twice a year, except for grievances and arbitrations. The Employee may not remove any material from the file but has the right to make such additions or responses contained in her official file as she deems necessary. The Employee shall have no right to review her official confidential pre-employment file or other confidential records which are not maintained in the personnel file.

26.8 Employees will be provided in service training for handling combative/abusive residents. This training will also be provided from time to time for newly hired employees. The

Employer will also provide training and establish procedures for identifying and handling residents with contagious diseases.

26.9 If the Employer improves educational benefits for non-unit employees, it shall apply the same improvements to the employees in the bargaining unit.

26.10 Resignations must be submitted in writing to the department head in advance. Advance notice must be equal to the amount of vacation the employee is entitled to receive, but in no event may such notice be less than two(2) weeks. Any Employee with one (1) year or more seniority who resigns in accordance with this section shall be paid his pro-rated vacation. Any Employee who resigns without giving the proper notice shall not be entitled to any vacation pay, except in the case of a bona fide emergency.

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

26.12 In Labor-Management meetings, the Union and the Employer will develop a contingency plan to be implemented when a State of Emergency is declared by the President of the United States, the Governor of Pennsylvania or the Mayor of Philadelphia that will ensure the proper care for residents of the facility and consider the safety of the affected employees.

26.13 Before the Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transferor, assignee or successor, the Employer agrees that such a purchaser, transferor, assignee or successor shall be advised in writing of the existence of this collective bargaining agreement. The Employer further agrees that a copy of said notice shall be sent to all parties to this agreement.

ARTICLE 27

SEPARABILITY

27.1 If any provision of this Agreement or the application thereof, any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of her Agreement and the application of her Agreement shall not be rejected thereby, and to her end,

the provisions of her Agreement are declared to be severable. In the event any provision is found to be invalid, the Parties will negotiate a replacement provision on the same issue that does not violate the law.

ARTICLE 28

TRAINING AND UPGRADING FUND

28.1 Effective June 1, 2014, Cliveden shall contribute to the Trustees of the Trustees of the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund a sum of money equal to one (1.5%) percent of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

Contributions so received by the Trustee shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgrading positions and credential jobs, to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from institutions, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

The Trustees of the Training and Upgrading Program shall be composed of an equal number or representatives designated by the Union and the Institutions. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement. Maplewood agrees to make available to the Fund such records of Employees as classifications, names, social security numbers and account payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so


required in order to determine eligibility of Employees for Fund benefits, and to permit an Accountant for the Fund to audit such records.

ARTICLE 29

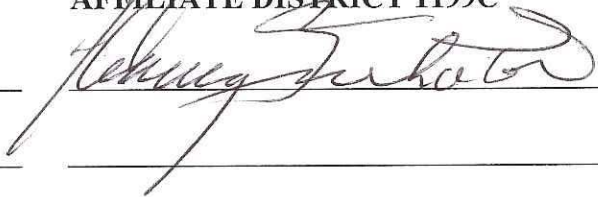
DURATION

29.1 This Agreement shall be in full force and effect for the period commencing and ending June 30, 2018, and shall continue thereafter from year to year unless either party gives written notice to the other of a desire to terminate the Agreement at least ninety (90) days before the termination date of the Agreement or any extension.

**CLIVEDEN NURSING AND
REHABILITATION CENTER PA, L.P.**



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



Dated:

APPENDIX A

WAGES

Employees hired on or after July 1, 2014	\$24
Employees hired on or after July 1, 2017	\$24.36
Employees employed before July 1, 2014	Effective 7/1/14 - 2% increase Effective 7/1/15 - 2.25 % increase Effective 7/1/16 - 2% increase Effective 7/1/17 - 2.25% increase
Pool Employees Employed before 7/1/14:	(a) Effective 7/1/14 - \$27.54/hour Effective 7/1/15 - \$28.16 Effective 7/1/16 - \$28.62 Effective 7/1/17 - \$29.19 (c) During the life of the current contract, if a Pool Employee converts to a full or Part-time Employee, her rate will be the rate of a Non-Probationary Employee
Pool Employees hired on or after 7/1/14	Hire rate: \$27
Pool Employees hired on or after 7/1/17	Hire rate \$27.41