

AGREEMENT

**Between
Inglis House**

and

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

October 1, 2012 through September 30, 2018

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AGREEMENT

THIS AGREEMENT dated September 21, 2012, to be effective as of October 1, 2012 entered into between INGLIS HOUSE, a non-profit corporation, (hereinafter referred to as "Inglis House") and DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

INTENT AND PURPOSES

WHEREAS, Inglis House is engaged in furnishing an essential public service vital to the health, welfare, safety and comfort of the community and more particularly the residents of Inglis House; and

WHEREAS, both Inglis House and its Employees have a high degree of responsibility to the public in so serving the general public and the residents of Inglis House without interruption of this essential service; and

WHEREAS, since both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable and peaceful labor relations between Inglis House and the Union, and to that end the parties hereto have reached an understanding governing the conditions of employment which shall prevail on the grounds of Inglis House insofar as it relates to the Employees within the bargaining unit; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between Inglis House and Union so that grievances and complaints shall be settled quickly and satisfactorily to both parties, so that service to the residents shall not be disrupted;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE II

RECOGNITION

Section 2.0. Inglis House recognizes the Union as the sole and exclusive collective bargaining representative for all Employees (including working Licensed Practical Nurses and Adult Day Services staff) as classified in the attached Exhibit "A" at Inglis House grounds, 2600 Belmont Avenue, Philadelphia, Pennsylvania, excluding clerical, professional and technical Employees, watchmen, guards and supervisors (including head nurses) as defined in the National Labor Relations Act, as amended.

Section 2.1. There shall be no discrimination, interference, restraint or coercion by Inglis House or any of its agents against Employees because of membership or activity in the Union.

ARTICLE III

UNION SECURITY

Section 3.0. It shall be a condition of employment that all Employees of Inglis House covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, after the seventy-fifth (75th) calendar day, following the date of signing this Agreement, or its effective date, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after the date of signing or its effective date, whichever is later, shall, after the seventy-fifth (75th) calendar day following such date, become and remain members in good standing in the Union.

Section 3.1. The failure of any Employee to become a member of the Union at the required time shall obligate Inglis House, upon written notice from the Union to such effect and to the further effect that Union membership was available to such Employee on the same terms and conditions generally available to other members, to forthwith discharge such Employee. Further, the failure of any Employee to maintain his Union membership in good

standing as required herein shall, upon written notice to Inglis House by the Union to such effect, obligate Inglis House to discharge such Employee. Following such notification to Inglis House, the Employee shall be given a period for not more than thirty (30) days during which he shall be given an opportunity to reestablish his membership in good standing with the Union.

Section 3.2. The Union agrees that the payment of regular monthly membership dues and initiation fees shall constitute membership in good standing.

Section 3.3. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "B", Inglis House shall, pursuant to such authorization, deduct from the wages due said Employee such 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 (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, Inglis House agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.

Section 3.4. Upon thirty (30) days written notice from the Union, Inglis House agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.

Section 3.5. Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

Section 3.6. Any Employee who is a member of and adheres to established and traditional tenets or teachings of a bone fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union and Inglis House, shall not be required to join and remain a member of the Union as a condition of employment.

Section 3.7. Such Employee shall be required, as a condition of continued employment, to remit the initiation fee and regular dues of the Union as provided for herein to

one of three recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code. The names of these charities are as follows:

- (a) Sickle Cell Anemia Foundation
- (b) American Cancer Society, Philadelphia Division
- (c) Pennsylvania Lupus Foundation

Such sums shall be checked-off by Inglis House from the Employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by Inglis House to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

Section 3.8. 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 Union's attorney.

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

(b) 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 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.

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

Section 3.9. Inglis House 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, Inglis House will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Section 3.3, 3.6 and 3.7 hereof. These provisions, however shall not relieve any Employee 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 Section 3.6 and 3.7.

Section 3.10. Inglis House shall not be obliged to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, shall have failed to have received sufficient wages to equal the dues or charitable deductions.

Section 3.11. Each month, Inglis House shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 3.8 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 from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their social security numbers. In addition, each month, Inglis House shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 3.7 hereof together with the amount deducted for each Employee.

Section 3.12. Inglis House agrees to furnish the Union each month with the names of newly hired Employees, including temporary Employees, their addresses, social security numbers, classifications of work, dates of hire, and names of terminated Employees together with their dates of termination and names of Employees on leave of absence.

Section 3.13. Inglis House agrees to make a payroll deduction once each month from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement, and remit 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 per month for those Employees in the bargaining unit authorizing the deduction. Inglis House shall remit the lump sum of all deductions to District 1199C by separate check.

Section 3.14. It is specifically agreed that Inglis House assumes no obligation, financial or otherwise, arising out of this implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold Inglis House harmless from any claims, actions or proceedings by an Employee arising from deductions made by Inglis House 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 IV

MANAGEMENT

Section 4.0. Unless expressly included in this Agreement, nothing herein contained shall be construed to limit Inglis House's right to exercise the functions of management under which it shall have, among others, the right to employ, supervise and direct the working force, to discipline, suspend, discharge Employees for just cause, transfer or lay off Employees because of lack of work, to require Employees to observe reasonable Inglis House rules and regulations not inconsistent with the provisions of this Agreement; to determine the extent to which its properties, equipment and facilities shall be maintained and/or operated or shutdown; to introduce new or improved methods and/or procedures; to determine the services to be rendered to residents and the schedules of maintaining such services; and otherwise to manage or conduct its facilities, including the right to subcontract services or products, provided that

such products or services shall not be subcontracted for the sole purpose of depriving any Inglis House Employee of work.

The above rights of Inglis House are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to Management. Any of the rights, powers and authority Inglis House had prior to entering this collective bargaining agreement are retained by Inglis House except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE V

WAGES

Section 5.0- Wages for Employees. All incumbent employees as of ratification hired on or after July 1, 2005 shall be paid at the Classification Rate set forth in Exhibit "D" attached hereto and incorporated herein. Employees hired on or after October 1, 2012 shall be paid eight percent (80%) of the classification rate for the first 12 months of employment and ninety percent (90%) of the classification rate for the second year of employment. The starting wage rates for all classifications in the attached Exhibit D shall be increased on the dates and by the percentages set forth in Section 5.1.

Section 5.05-Wages for Employees Hired before July 1, 1992. Employees hired before July 1, 1992 shall be paid at the minimum rates set forth in Exhibit "E" attached hereto and incorporated herein. The starting wage rates for all classifications in the attached Exhibit E shall be increased on the dates and by the percentages set forth in Section 5.1.

Section 5.1 - Across-the Board Increases. Employees shall receive the following wage increases and payments as set forth herein.

(a) Full-time employees employed by Inglis who have completed their probationary period at the time of the ratification of this agreement shall receive a lump sum ratification bonus payment of \$1000 (one-thousand dollars) on November 1, 2012 if they are still actively employed. Part-time employees employed by Inglis who have completed their probationary period at the time of the ratification of this agreement will receive a lump sum ratification bonus payment pro-rated as a percentage based on their average hours worked for the most recent three months worked if they are still actively employed.

(b) Full-time and part-time employees shall receive a two percent (2%) increase to their wage rate on July 1, 20 13.

(c) Full-time and part-time employees shall receive a two percent (2%) increase to their wage rate on July 1, 2014.

(d) Full-time and part-time employees shall receive a two percent (2%) increase to their wage rate on July 1, 2015.

(e) Full-time and part-time employees shall receive a two and one-quarter percent (2.25%) increase to their wage rate on July 1, 2016.

(f) Full-time non-probationary employees employed by Inglis at the time of the ratification of this agreement shall receive a lump sum retention bonus payment of \$500 (five hundred dollars) on December 1, 2016 if they are still actively employed. Part-time nonprobationary employees employed by Inglis at the time of the ratification of this agreement will receive a lump sum payment pro-rated as a percentage based on their average hours worked for the most recent three months worked if they are still actively employed. Any employee who retires at or after age 60 with 10years of service on or before December 1, 2016 shall be eligible

to receive the lump sum retention bonus payment of December 1, 2016 notwithstanding their retirement.

(g) Full-time and part-time employees shall receive a three percent (3.0%) increase to their wage rate on July 1, 2017.

(h) Full-time and part-time employees shall receive a one percent (1.0%) increase to their wage rate on July 1, 2018.

(i) Full-time non-probationary employees employed by Inglis at the time of the ratification of this agreement shall receive a lump sum retention bonus payment of \$500 (five hundred dollars) on July 1, 2018 if they are still actively employed. Part-time nonprobationary employees employed by Inglis at the time of the ratification of this agreement will receive a lump sum payment pro-rated as a percentage based on their average hours worked for the most recent three months worked if they are still actively employed. Any employee who retires at or after age 60 with 10 years of service between January 1, 2017 and December 1, 2017 shall be eligible to receive the July 1, 2018 lump sum retention bonus payment notwithstanding their retirement.

Section 5.2. When an Employee whose usual work is available is temporarily transferred from his or her regular job for the convenience of Inglis House in accordance with its usual practices, he or she shall be paid at his or her regular hourly rate while temporarily transferred or the rate of the job to which he or she is transferred, whichever is higher.

If no work is available for an Employee in his or her regular classification and he or she is temporarily transferred to a lower rated classification, he or she shall receive the rate of the job so assigned for such period of time.

Section 5.3. A shift differential of fifty-five (55) cents per hour shall be paid to all Employees who work on the regularly scheduled second and third shifts. A shift differential of ten percent (10%) of the regular hourly rate shall be paid to LPNs and Employees in the Engineering and Maintenance Department who work on the regularly scheduled second and third shifts.

Section 5.4. A differential of one dollar and twenty-five cents (\$1.25) per hour shall be paid to any existing Employee requested to mentor a new Employee during their orientation period under the Inglis House mentorship program.

Section 5.5. Effective September 30, 2015 and again annually thereafter, and only in the event that (a) Inglis House does not receive an increase or receives a decrease in its Medicaid reimbursement, or (b) there is a decrease in the value of the Inglis collective investment account, Inglis House shall have the right to meet with the Union for the purpose of re-negotiating wages and contributions for 2016 through 2018, respectively, as set forth in this Agreement. It is understood that the subject of wages and contributions are the only subjects that may be discussed and in all other respects, except as noted below, all other terms and conditions of the Agreement shall remain in effect for the term of the Agreement. The exception as to the contract remaining in effect during any re-openers is Article 11, No Strike -No Lockout. In the event Inglis House and the Union are unable to agree upon wages and contributions, the Union shall be free to strike and Inglis House shall be free to lockout.

ARTICLE VI

HOURS OF WORK

Section 6.0. Eight (8) hours shall constitute a regular day's work and forty (40) hours shall constitute a regular week's work in any one day or in any one week. A work day is defined as the continuous twenty-four (24) hour period beginning at the Employee's regular starting time.

For full-time and regular part-time Employees in the Housekeeping, Nursing, and Dietary Departments whose work is scheduled pursuant to the provisions of Article XXXIII, fourteen (14) days shall constitute a regular work cycle.

Section 6.1. All work performed by an Employee in excess of forty (40) hours in any one week shall be paid for at the rate of time and one-half.

For full-time and regular part-time Employees in the Housekeeping, Nursing, and Dietary Departments whose work is scheduled pursuant to the provisions of Article XXXIII, overtime shall be paid in excess of eight (8) hours in any fourteen day work cycle at the rate of time and one-half. For all Employees in the Engineering and Maintenance Department, overtime shall be paid in excess of eight (8) hours in any fourteen day work cycle at the rate of time and one-half. All Employees in the Engineering and Maintenance Department, with the exception of those whose primary role is boiler operations, will work an eight and one-half (8 ½) hour shift including a meal period, but will be paid only for eight (8) hours of work.

Section 6.2. All work performed by an Employee in excess of eight (8) hours in any day shall be paid for at the rate of time and one-half.

Due to clinical necessities and regulatory requirements, LPNs will work the following hours: 1st shift - 7:00 A.M. to 3:30 P.M.; 2nd shift - 3:00 P.M. to 11:30 P.M.; and 3rd shift - 11:00 P.M. to 7:30 A.M. LPNs will work an eight and one-half (8.5) hour shift including an unpaid meal period, but will be paid only for eight (8) hours of work. If they work through lunch and are not able to reschedule it, they shall be paid for the lunch period.

Section 6.3. Inglis House shall distribute and allot overtime work to best suit the efficient operation of a department and will make every reasonable effort to distribute overtime work equitably among the Employees of each department within which overtime occurs, provided the Employee is qualified to perform the work.

Section 6.4. All Employees shall receive a thirty (30) minute paid lunch period which shall be counted as time worked.

Section 6.5. Inglis House agrees that all Employees, shall be hired for particular shifts and that such Employees shall not be reassigned to other shifts without the consent of the Employees concerned.

Section 6.6. Inglis House agrees that the Employees' days off shall be scheduled as consecutive days except as set forth in Article XXXIII. Days off for Employees in the Environmental Services Department, excluding Saturday and Sunday, may not be consecutive.

Section 6.7. In the event any Employee reports for work at his or her regularly scheduled starting time, not having been notified the previous day not to do so, he or she shall receive four (4) hours pay at his or her straight time day rate, in the event Inglis House does not assign him or her work.

This provision shall not apply if work is unavailable due to emergencies such as fire, flood, explosion, Act of God, etc., or for other conditions beyond the control of Inglis House.

Section 6.8. When an Employee has been called back to work for a specific job after having completed his or her regular shift, he shall receive a minimum of four (4) hours pay at one and one-half times his regular hourly rate of pay.

Section 6.9. Drivers who are scheduled to work within three (3) hours after the end of their shift shall remain on the clock. If the next trip is scheduled more than three (3) hours later than the end of their shift, they shall be required to clock out.

Section 6.10. Holidays or days off celebrated in lieu thereof and subject to the provisions as set forth in Article VII, and funeral leave provided and defined in Article XVI shall be counted as time worked for purposes of computing overtime.

Section 6.11. The Nursing Department shall maintain overtime records of Certified Nurse Aides. Every six months, Nursing Department representatives agree to review such records with Union representatives in order to ascertain compliance with Section 6.3 of the Agreement. The Housekeeping Department shall follow the same procedure.

Section 6.12. No Employee shall be regularly scheduled to work more than seven (7) consecutive days.

Section 6.13. If LPNs volunteer for 12 hour shifts and they are accepted, the overtime provisions shall apply to 12 hours rather than 8 and benefit time off will be converted from an 8-hour basis to a 12-hour basis. The Union will be notified of those who volunteer. No LPN shall be forced to agree to work a regular 12-hour shift schedule. Full-time LPNs who work 12-hour shifts shall work 36 hours and shall be paid for 40 hours.

Section 6.14. In nursing, a sign up sheet for extra shifts shall be used. A sign up sheet for overtime shall be used. Employees will be offered the opportunity by seniority and then on a rotating basis to work the extra shifts first (part-time Employees first up to 40 hours per week). Then full-time Employees will be offered overtime by seniority on a rotating basis. If the nursing department moves to unit-based scheduling, the sign up sheet may have to be moved to a unit.

Section 6.15. Temporary Employees shall be employed in bargaining unit classifications to replace a designated Employee who is on leave of absence or vacation only. The Employer shall inform the Union in advance of the names of the temporary Employees hired and the name of the individual the temporary Employee is replacing.

Section 6.16. A Joint-Labor-Management Committee shall be established to review and develop the implementation of a pool or per diem system starting July 1, 2013. Inglis

agrees to submit monthly reports identifying agency LPN usage for periods ending in the month to the Committee within fourteen (14) days after the end of that calendar month.

ARTICLE VII

HOLIDAYS

Section 7.0. (a) Employees on Inglis House's active payroll who work the scheduled working day before and the scheduled working day after:

New Year's Days	Independence Day
Washington's Birthday	Norman Rayford Day
Martin Luther King's Birthday	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

shall receive up to eight (8) hours pay at their current straight time hourly rate, including shift differential, for such holidays although they are not required to work, provided that such Employees have completed thirty (30) days of continuous service as of the date of the holiday. Employees who fail to work the last scheduled working day prior to, or the scheduled working day after the holiday shall be excused if the Employee is absent for one of the following reasons:

(i) Verified sickness of not less than three (3) days prior to the particular holiday and/or not less than three (3) days after the holiday; and

(ii) Absence during the initial period of compensable disability but only for the working period for which the Employee receives no compensation; and

(iii) Absence excused by Inglis House in writing prior to the date of the occurrence of the holiday.

Inglis House shall celebrate the Martin Luther King and the Washington's birthday holidays on the nationally-designated dates for the celebration of such holidays.

(b) Each Employee on Inglis House's active payroll shall receive one (1) personal holiday of his or her choice, with up to eight (8) hours pay at his or her current straight time hourly rate, including shift differential, provided fifteen (15) days notice is given and there is no conflict with the schedule of the department to which the Employee is assigned, and subject to

the conditions set forth in the preceding paragraph of this section. In circumstances deemed appropriate and where the Department Head deems it practical, the Department Head may waive the fifteen (15) day notice.

Section 7.1. In order to insure the continuance of uninterrupted around the clock type service, Inglis House will from time to time schedule Employees to work on a designated holiday with compensable time off (a substitute holiday). Employees who perform such work shall receive another day off with pay (a substitute holiday) or another day's pay at the option of the Employee. Inglis may require Program and Operations Assistants in the Adult Day Program to work holidays if the Program is expanded to cover holidays.

Section 7.2. Religious holidays must be substituted for a regular holiday, provided, however, that: (1) a request for such substitution is made to the appropriate Department Head at least (1) week in advance of the desired religious holiday, and (2) such substitution does not interfere with the orderly operation of essential Inglis House services.

Section 7.3. If a holiday falls during an Employee's vacation period he or she shall receive holiday pay in addition to his vacation pay or an additional day off with pay, at the option of the Employee provided the Employee works regularly scheduled hours of the normal work days immediately before and after the vacation period.

Section 7.4. If a holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days prior to or after the holiday at the option of the Employee, provided the Employee works the regularly scheduled hours of the normal work days immediately before and after the said Employee's regularly scheduled day(s) off.

Section 7.5. Employees who work on the scheduled holidays set forth in Section 7.0 above shall be paid at the rate of time and one-half the Employees' current straight time hourly rates, including shift differential.

Section 7.6. Holidays worked shall be scheduled on a rotation basis.

Section 7.7. Special Weekend Program LPNs will be paid 8 hours holiday pay when a holiday falls on the SPW LPN's regularly scheduled workday but will not be entitled to an alternate day off. If a holiday falls on the SWP LPN' s regularly scheduled day off, the employee will not receive additional pay or time off.

ARTICLE VIII

SENIORITY

Section 8.0. (a) Seniority shall be calculated from the date of the most recent date of hire at Inglis House and will continue to accrue unless broken by the application of the provisions of Section 8.3.

(b) Departmental seniority is defined as the length of time an Employee has been continuously employed in a department.

(c) Classification seniority is defined as the length of time an Employee has been continuously employed in a specific classification within a department.

Section 8.1. Employees in the following classifications shall be laid off and recalled on the basis of seniority within the following classifications:

Certified Nursing Assistant	Laundry Service Lead
Day Visitor	Laundry Service Worker
Driver/Grounds Keeper	Lead Driver/Grounds Keeper
Engineer I	Lead Engineer
Engineer II (including Wheelchair Mechanic)	Licensed Practical Nurse
Lead Wheelchair Mechanic	Materials Handler
Environmental Services Technician (Common Area)	Presser
Environmental Services Technician (Resident Room)	Salad Person
First Cook	Seamstress
Floor Technician	Second Cook
Laundry Resident Service Worker I	Second Laundry Service Lead
Laundry Resident Service Worker (2)	Third Cook
	Adult Day Program Assistant
	Adult Day Operations Assistant

In the event of reduction of force in a classification Employees shall have the option of accepting layoff or of accepting assignment to a lower rated job if available, pursuant to the provisions of the subsequent paragraphs.

Section 8.2. All other Employees within the bargaining unit shall be laid off and recalled on the basis of seniority within the following departments:

Dietary
Housekeeping
Laundry
Engineering and Maintenance
Nursing
Adult Day

provided he/she shall have the ability to perform the available work.

In the even an Employee is scheduled to be laid off in one department and there exists a vacant position in another department which the Employee has the ability to perform, then bargaining unit seniority shall prevail in assigning such Employees scheduled to be laid off.

Section 8.3. Continuous service record of any Employee shall be broken by:

(a) Voluntary quitting or taking a job elsewhere when his regular work is available with Inglis House.

(b) Justifiable discharge.

(c) Failure to report at the expiration of leave of absence unless reasonable excuse is shown.

(d) Illness or absence from work for any reason, including layoff for a period of one (1) year. Seniority will be terminated for absence due to a compensable injury after a period of two (2) years.

(e) Failure to report for work after layoff within three (3) calendar days after written registered notice (date of mailing) to the last address appearing on Inglis House records. Duplicate copies of such notices shall be sent to the Union at the same time they are sent to Employees.

(f) Absence from work for three (3) working days without notifying Inglis House.

Section 8.4. (a) Whenever new jobs or vacancies which present promotional opportunities occur, the following procedure shall be used in filling such vacancies: Inglis House agrees to post notice of job vacancies for five (5) days and to consider the qualifications of any applicants for such vacancies. When Inglis House fills the vacancy from the applicants for the job, it should do so after consideration of the seniority, skill and ability of the Employees applying and, where skill and ability are equal, then seniority shall govern. The Employee selected for the vacancy shall have a four hundred and twenty four (424) hour trial period. If in the opinion of Inglis House the Employee does not qualify, he or she shall be returned to his former classification. If no applicants apply, or if no qualified applicants apply, Inglis House shall have the right to fill such vacancies with new Employees.

(b) When an Employee is transferred as a result of application of the provisions of this section, he or she is ineligible for a period of one (1) year from the date he or she actually commences work on his or her new job or in his or her new classification to bid for new jobs or vacancies.

Section 8.5. Seniority lists of all Employees shall be posted and supplied by Inglis House to the Union within thirty (30) days of the execution of this Agreement. All complaints with respect to such lists shall be made in writing to Inglis House within thirty (30) days from the date the list is delivered and posted, and to the extent provided that such list covers Employees with respect to whom no complaints have been made within this thirty (30) day period, the list shall stand except with respect to Employees who for some proper reason are not actually working in Inglis House's premises. As to such persons, complaints must be made within thirty (30) days from the time they actually return to work. Any complaints made on such lists shall be determined in the manner set forth for the settlement of grievances in accordance with Article IX hereof.

An up-to-date seniority list shall be furnished by Inglis House to the Union at six (6) month intervals.

Section 8.6. New Employees and those hired after a break in continuity of service (as defined in Section 8.3 of this Article) will be regarded as probationary Employees for four hundred and twenty four (424) hours of work and will receive no continuous service credit during such period. During this period of probationary employment, probationary Employees may be laid off or discharged as exclusively determined by Inglis House, provided that this provision will not be used for purposes of discrimination because of membership in the Union. Employees who successfully complete their probationary period shall receive full continuous service credit from the date of most recent hiring.

Section 8.7. Inglis House will cooperate in every practical way with Employees who desire transfers to new positions or vacancies in the bargaining unit outside of their own departments. Accordingly, such Employees who make a request for a transfer in writing to the Human Resources Department stating their desire will be given preference over new hires for job openings in departments other than their own provided they have the necessary qualifications and provided they have seniority. If in the judgment of Inglis House no applicants qualify for open jobs, Inglis House will fill such jobs with new Employees.

Section 8.8 - Super-Seniority of Delegates. All delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their term of office. At the expiration of their term 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.

Section 8.9. The head nurses returned to the bargaining unit as of December 5, 1977 shall have new seniority dates for purposes of layoff and recall and selection of vacation periods.

Section 8.10. Employees assigned to work on another floor will be selected in the reverse order of seniority with part-time Employees selected initially. Inglis House reserves the right to assign female nursing Employees to female residents.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.0 - Definition. Grievance within the meaning of this Article shall consist of only those disputes which relate to interpretations and applications of particular clauses and provisions of this Agreement. There can be a class grievance. It is understood and agreed that the Union may invoke the grievance procedure in the manner hereinafter set forth:

(a) Step 1. Between the aggrieved Employee and delegate on the one hand, and the Supervisor on the other. If no satisfactory settlement is reached within three (3) weekdays, the Union may reduce the grievance to writing and within five (5) weekdays, thereafter, notify Inglis House of its intent to appeal the grievance to the next step. In the event no appeal is taken to the next step (Step 2), the decision rendered in the preceding step (Step 1) shall be final.

(b) Step 2. Between the delegate on the one hand, and the Department Head on his designee on the other. If no satisfactory settlement is arrived at within five (5) weekdays, the Union may appeal the grievance to the next step. In the event no appeal is taken to the next step (Step 3) within five (5) weekdays, the decision rendered in the preceding step (Step 2) shall be final.

(c) Step 3. Between the Local representative on the one hand, the Associate Administrator for Human Resources or his designee on the other. If no satisfactory settlement is arrived at within five (5) weekdays, then the grievance shall be submitted to arbitration, as hereinafter provided.

(d) Step 4. In the event the difference is not settled in the three (3) steps provided above, the matter shall be referred to an arbitrator appointed under the rules currently in

effect of the American Arbitration Association for decision. The costs incident to the services of the arbitrator shall be paid jointly and equally by Inglis House and the Union.

Section 9.1. Any appeal to arbitration from the decision rendered in Step 3 above must be taken within thirty (30) weekdays from the time the final decision is rendered in Step 3. In the event no appeal is taken to arbitration within thirty (30) weekdays from the time the decision is rendered in the preceding step, the decision rendered in the preceding step shall be final.

An appeal from Step 3 shall consist of giving written notice to Inglis House of the Union's intent to appeal the grievance to Step 4 of the procedure. The Union will notify the American Arbitration Association and Inglis House of its intent to submit the grievance to arbitration and request the American Arbitration Association to proceed with the selection of an impartial arbitrator in accordance with the current procedures of said Association.

Section 9.2. Arbitration awards or grievance settlements shall in no case be made retroactive more than fifteen (15) days prior to the date on which the grievance was first presented in Step 1 of the grievance procedure except if the grievance concerns an error in the Employee's rate of pay.

Section 9.3. Only one (1) grievance shall be scheduled for the same arbitration hearing except by mutual agreement of the parties.

Section 9.4. The arbitrator shall have no power to alter or amend the provisions of this Agreement.

Section 9.5. The parties agree that this shall be the sole and exclusive method for the settlement of grievances and disputes under this contract.

Section 9.6. Notwithstanding the provisions of Section 11.1, Inglis House may invoke the fourth step of the grievance procedure as set forth in Section 9.0(c) when a violation of Section 11.0 is charged. In such event, the demand for such arbitration, in accordance with the terms of the Agreement, shall be made by Inglis House by telegram to the Local Union and to the American Arbitration Association. The American Arbitration Association shall appoint

immediately an arbitrator who shall conduct a hearing within forty-eight (48) hours after receipt of the notice of appointment. He shall render an award within twelve (12) hours after the close of the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation and shall prescribe appropriate relief, if any, including an Order to Desist therefrom.

Section 9.7. Failure of either party to attend an arbitration hearing as scheduled after reasonable efforts to accommodate the parties within the time period, shall not delay said arbitration, and the arbitrator is authorized to conduct the hearing and issue the award as though such party were present.

Failure to attend such hearing shall not be used as a defense by the Union or its officers, agents or members in any subsequent judicial proceeding.

ARTICLE X

DISCIPLINE AND DISCHARGE

Section 10.0. No Employee who has completed his probationary period shall not be discharged or disciplined without just cause. If disciplinary action becomes necessary in the interest of proper operation of Inglis House, care of the residents and general Employee welfare, such actions of Inglis House shall be subject to the grievance procedure. Inglis House agrees to furnish copies to the Union of disciplinary notices resulting in suspension or discharge to an Employee.

Section 10.1. Any grievance resulting from action taken as outlined in the preceding section must be filed in writing as Step 3 grievance within five (5) weekdays of the occurrence or be voided.

ARTICLE XI

NO STRIKE – NO LOCKOUT

Section 11.0. During the term of this Agreement neither the Union nor any Employee shall:

(a) Engage in or in any way encourage or sanction any strike or other action which shall interrupt or interfere with resident care or the normal or orderly operation of Inglis House, premises or services; or

(b) Prevent or attempt to prevent the access of Employees to any of Inglis House's property, facilities or offices.

Section 11.1. Any Employees, including Local Union officers who are employed by Inglis House, who take part in instigating, inciting or inducing such unauthorized violation of Section 11.0 shall be subject to discipline or discharge by Inglis House. It shall not be necessary for Inglis House to discipline or discharge all Employees who take part in such unauthorized violation in order to preclude any charge of discrimination. It may, at its discretion, discipline or discharge only those who instigated, incited, induced or were leaders in such unauthorized violation.

It is understood that such action on the part of Inglis House shall be final and binding upon the Union and its members and shall in no case be construed as a violation by Inglis House of any provisions of this Agreement, provided, however, the Union may take up as a grievance (in the third step) the claim that the disciplined or discharged Employee did not take part in, instigate, incite or induce such unauthorized action.

Section 11.2. During the term of this Agreement, Inglis House shall not engage in any lockout of Employees.

ARTICLE XII

UNION REPRESENTATIVES

Section 12.0. Inglis House will recognize delegates of the Union from the various departments on the basis of one (1) delegate for every twenty-five (25) members or major fraction thereof. There shall be at least one (1) delegate per shift. This formula shall be applied to the following seven (7) categories to determine the number of delegates from each category:

- (a) Environmental Services.
- (b) Nursing-day shift.
- (c) Nursing-evening shift.
- (d) Nursing-night shift.
- (e) Dietary.
- (f) Engineering/Maintenance, Laundry, Pharmacy & Receiving/Stockroom.
- (g) Licensed Practical Nurses.

Section 12.1. Employees who the Union notifies the Inglis House in writing have been designated as its Delegates may leave their jobs during working hours for the purpose of reviewing matters arising out of this Agreement involving the Department or section they represent and which require immediate attention or to attend a scheduled grievance meeting, provided that they first receive permission to perform this Union business from their immediate supervisor. Such permission shall not be unreasonably withheld, but it shall not be granted at times when it interferes with patient care or the efficient operation of the Employer.

Section 12.2. Delegates recognized pursuant to Section 12.0 shall receive three days leave with eight (8) hours pay per day at the current straight time hourly rate for the purpose of attending union conferences. Documentation from the Union must be provided to Human Resources to receive delegate pay.

ARTICLE XIII

NO DISCRIMINATION

Section 13.0. Neither Inglis House nor the Union shall discriminate against an Employee on the basis of race, color, creed, sex, age, political or religious affiliation or national origin. Neither Inglis House nor the Union shall discriminate against any disabled Employee provided such disability does not interfere with the performance of work responsibilities or duties.

ARTICLE XIV

VACATIONS

Section 14.0. Vacations shall be arranged by Inglis House, as far as practical, according to seniority during the vacation period.

Section 14.1. All regular full-time Employees who have been on Inglis House's active payroll as of July 1 for the times hereinafter set forth, shall be granted the following vacations with pay at their current straight time hourly rate for the number of hours indicated:

<u>Period of Uninterrupted Service</u>		<u>Vacation Pay</u>
One (1) year	10 working days	80 hours
Five (5) years	11 working days	88 hours
Six (6) years	12 working days	96 hours
Seven (7) years	13 working days	104 hours
Eight (8) years	14 working days	112 hours
Nine (9) years	15 working days	120 hours
Seventeen (17) years	20 working days	160 hours

All regular full-time Licensed Practical Nurses (LPNs) and all full-time Employees in the Engineering and Maintenance Department who have been on Inglis House's active payroll as of July 1 for the times hereinafter set forth, shall be granted the following vacations with pay at their current straight time hourly rate for the number of hours indicated:

<u>Period of Uninterrupted Service</u>		<u>Vacation Pay</u>
One (1) year	15 working days	120 hours
Three (3) years	16 working days	128 hours
Four (4) years	17 working days	136 hours
Five (5) years	18 working days	144 hours

Six (6) years	19 working days	152 hours
Seven (7) years	20 working days	160 hours

Section 14.2. Eligibility for vacation shall be determined as of June 30th of each year. The vacation period shall extend from July 1st to June 30th of the next calendar year.

Section 14.3. Employees with less than twelve (12) months of continuous service as of June 30th shall be entitled to paid vacations on the basis of eighty-three percent (83%) of a day for each full month of service prior to that date.

All LPNs and all Employees in the Engineering and Maintenance Department with less than twelve (12) months of continuous service as of June 30 shall be entitled to paid vacations on the basis of one and a quarter (1-1/4) days for each full month of service.

Section 14.4. All vacations will, as far as practical, be granted at times requested by the Employees, but the final right of allotment of a vacation period is exclusively reserved to Inglis House in order to insure the orderly operation of Inglis House.

Section 14.5. Vacation periods for eligible Employees shall consist of consecutive days up to a period of ten (10) days. The request by Employees entitled to more vacation days, to have such days off scheduled consecutively shall not be unreasonably denied by Inglis House.

Section 14.6. Employees whose vacations occur during a period in which a holiday occurs shall receive an extra day's pay for the holiday, or an extra day off with pay, at the option of the Employee.

Section 14.7. Any Employee with more than one (1) year seniority who resigns shall be paid as pro rata accrued vacation provided his department head is given two (2) weeks notice of his intention to resign; any Employee who resigns without giving such advance notice shall not receive the accrued vacation pay. In accordance with existing practice LPNs and Licensed HVAC Mechanics shall give three (3) weeks notice of intention to resign.

Section 14.8. Vacation pay shall be computed on the basis of an Employee's current straight time hourly rate, including shift differential, for an eight (8) hour day.

Section 14.9. Employees terminated by Inglis House with less than one (1) year's service are not eligible to receive any vacation compensation.

ARTICLE XV

PENSIONS

Section 15.0. Inglis House will continue its non-contributory pension plan, covering the Employees within the bargaining unit, in full force and effect up to and including August 31, 1975. Thereafter, Inglis House shall make no contributions on behalf of the Employees covered by the provisions of this Agreement. Such Employees shall have no further rights or receive any benefits under the said non-contributory pension plan nor have any beneficial interest in the funds provided by Inglis House under the terms of said plan, except as specifically provided therein for the Employees who have retired prior to September 1, 1975.

Section 15.1. (a) Inglis House shall continue to contribute monthly on behalf of those Employees on the payroll prior to July 1, 1995 to the Pension Fund for Hospital and Health Care Employees - Philadelphia and Vicinity (hereinafter called the Fund) in accordance with Schedule B of the Fund's rehabilitation plan at the following percentages of the gross payroll of the Employees within the bargaining unit exclusive of those Employees who have not completed the probationary period or were hired on or after July 1, 1995.

October 1, 2012	12.50%
July 1, 2013	14.00%
July 1, 2014	15.50%
July 1, 2015	17.25%
July 1, 2016	18.75%
July 1, 2017	20.50%

(b) Inglis House shall continue to contribute five percent (5%) monthly to the Pension Fund for Nursing Home and Health Care Employees - Philadelphia and Vicinity on behalf of those Employees hired on or after July 1, 1995 on the gross payroll of those Employees

within the bargaining unit hired on or after July 1, 1995 exclusive of those Employees who have not completed the probationary period.

(c) Effective November 1st, 2009, Inglis House shall contribute four percent (4%) monthly to the Pension Fund for Nursing Home and Health Care Employees - Philadelphia and Vicinity on behalf of those Program Assistants and Operations Assistants in the Adult Day Program exclusive of those Employees who have not completed the probationary period.

(d) If other employers get lower contribution rates or if they get more favorable treatment Inglis House will get the same benefit.

Section 15.2. Such payments by Inglis House shall be made monthly based upon the previous month's payroll.

Section 15.3. The Fund shall be administered under the terms and provisions of the Agreement and Declaration of Trust and any amendments thereof which provide for equal representation by the Union and the Employer contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop between such Trustees shall be submitted to arbitration before an arbitrator or umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his decision shall be final and binding.

Section 15.4. Together with the periodic payments herein provided, Inglis House shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

Section 15.5. Inglis House agrees to make available to the Fund any such records of Employees names, classifications, dates of hire, hours of work, social security numbers, accounts of payroll and/or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient operation of the Funds or that may be so required by ERISA in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

Section 15.6. Such Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

Section 15.7. An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to Inglis House.

Section 15.8. Effective December 10, 1984, Licensed Practical Nurses will become participants in the Pension Fund for Hospital and Health Care Employees, and Inglis House will make contributions on their behalf to provide pension benefits in accordance with the provisions of Section 15.1 herein.

All Licensed Practical Nurses shall continue to participate in Inglis House's non-contributory pension plan until December 9, 1984. Thereafter such Employees shall receive credits for service accumulated after December 9, 1984 to satisfy the Plan's requirement of ten (10) years service for vesting, but not for the accumulation of additional benefits of any kind or for any other purposes. Benefits will be based solely upon the length of service accumulated prior to December 10, 1984 and calculated as of that date. Licensed Practical Nurses employed after December 9, 1984 shall not participate in, nor accumulate, nor receive benefits from Inglis House's Plan.

Inglis House shall have no obligation to make any payment on account of pensions or any other matters set forth in Inglis House's Plan beyond the contributions as hereinabove set forth.

Contributions to the Fund as herein provided for shall be in lieu of contributions to any and all other plans established by Inglis House providing for pension or retirement benefits.

ARTICLE XVI

FUNERAL LEAVE

Section 16.0. In the event of death in the Employee's immediate family (parent, spouse, child, guardian, sister, brother, grandchild, grandparents, mother-in-law or father-in-law) Inglis House agrees to pay up to three (3) days pay, up to eight (8) hours each, at the Employee's current straight time hourly rate, including shift differential, for days lost, provided the Employee attends the funeral and may be required to bring proof of death to Inglis House. No payment

shall be made for any day after burial nor prior to the death. There shall be no duplication of payment that the Employee may otherwise be entitled to under this Agreement. Payments shall be made only for days that the Employee is scheduled to work.

Section 16.1. An Employee who has unused holiday time may apply such unused holiday time to extend the funeral leave in the event that the death in the Employee's family occurs more than a day's travel by automobile from Philadelphia.

Section 16.2. Employees who have no unused holiday pay may be granted additional day of leave up to a limit of two (2) days. Such additional days will be treated as an excused absence without pay. All absences under this section will be subject to Paragraph 8.3(f) of this Agreement.

ARTICLE XVII

JURY DUTY

Section 17.0. Employees who have worked seventy-five (75) calendar days for Inglis House and who are on the active payroll and who serve on jury duty shall receive the difference between the sum received for jury duty and eight (8) times his or her current straight time hourly rate, calculated on a daily basis. Payment shall be made for work days lost by an Employee. Employees called for jury duty who are dismissed prior to noon shall report to work and finish the balance of their scheduled shifts.

ARTICLE XVIII

LEAVES OF ABSENCE

Section 18.0. A leave of absence is unpaid time granted to an Employee to be absent from work. To be eligible for any leave of absence (except for funeral leave) an Employee must have completed nine (9) months of employment before the effective date of the leave. Requests for leaves of absence must be in writing and contain specific dates of commencement and return. Inglis House reserves the right to grant leaves of absence.

Section 18.1. (a) Sick leave for up to one (1) year shall be granted upon written request and upon presentation of a proper medical certificate to support such a request.

In the event an Employee shall not request such leave of absence, such Employee shall be subject to the provisions of Section 8.3(f) of this Agreement if he is absent for three (3) working days without notifying Inglis House during such period of absence.

Section 18.2. A maximum of two (2) Employees elected or appointed to office in the Union shall be granted a leave of absence for not longer than thirty-six (36) months and shall accumulate seniority during such leave of absence. Any such Employee must reapply each year for continuation of such leave. Such application shall be in writing and submitted prior to each anniversary date of the commencement of the leave of absence. Within thirty (30) days after completion of his or her assignment or term, he or she shall be returned to his or her former or comparable position with Inglis House unless his or her leave has been extended.

Section 18.3. Inglis House will grant Employees an unpaid leave of absence to serve in the United States Armed Forces, Reserves or National Guard in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), including annual leave of absence to Employees called to perform fifteen (15) days or less active duty for training with any unit of the Military or Naval Reserve or National Guard. Employees must request a leave in writing with appropriate papers (i.e. enlistment) to their immediate supervisor. No military requests will be denied. Employees returning from military leave will be reinstated to their former position as provided for under USERRA.

Section 18.4. (a) In the event of pregnancy occurring subsequent to employment, a leave of absence of not in excess of twelve (12) months shall be granted. Application for each maternity leave of absence should be in writing, presented to her superior no later than thirty (30) days prior to the effective date of the leave and accompanied by a letter from her personal physician verifying that she is pregnant, stating the anticipated date of delivery and stating the physician's opinion of the date on which the maternity leave shall commence.

The physician shall make his determination of when the date on which the maternity leave shall commence based upon the Employee's capability of performing her usual duties.

(b) Maternity leave shall not exceed nine (9) months after delivery or the termination of her pregnancy.

(c) An Employee who wishes to return to work within the twelve (12) month period must notify Inglis House in writing at the time her leave commences of the date of her anticipated return.

(d) An Employee shall be entitled to her former position or one of like status and compensation.

Section 18.5. Leave of absence without pay for other good reasons will not be unreasonably denied by Inglis House. Such leaves are limited to a maximum of four (4) months provided further that such leaves will not interfere with the operation of Inglis House. Such requests shall be in writing and shall not be unreasonably denied by Inglis House. For Employees with less than five (5) years of seniority no more than one non-medical leave of absence will be granted in any 12 consecutive month period.

Section 18.6. An Employee who has been accepted for training under the Philadelphia Hospital and Health Care District 1199C Training and Upgrading shall be given an unpaid leave up to and including the final day of training.

ARTICLE XIX

GENERAL

Section 19.0. Inglis House will provide two enclosed bulletin boards for use of the Union where notices may be displayed after such notices have been approved by the Executive Director or his designee. Such consent will not be unreasonably withheld.

Section 19.1. The parties hereto agree that there shall be no Union activity on Inglis House time except that which is provided for specifically in this Agreement.

Section 19.2. Having obtained permission from the Administrator or his representative, which permission shall not be unreasonably withheld, accredited representatives of the Union may have access to the premises during working hours for the purpose of investigating grievances and administering this Agreement, provided such activities do not interfere with the orderly operation of Inglis House.

Section 19.3 Inglis House shall provide in-service training to all Employees on how to work with combative/abusive patients and body mechanics.

Section 19.4 Inglis House shall provide in-service training for supervisory managerial staff on communication and management skills.

Section 19.5 A Joint Labor-Management Committee shall be established to study the feasibility of on-site child care.

Section 19.6 In the event that public transportation (SEPTA) is stopped due to excessive snowfall, Inglis House shall make reasonable efforts to assist employees in getting to and from work. In the event that Inglis House is unable to provide transportation for an employee the employee shall have the option of using available personal or vacation time.

ARTICLE XX

SAFETY AND HEALTH

Section 20.0. Inglis House agrees to provide reasonable safeguards on the premises for the health and safety of its Employees during working hours and to continue the current practice in this respect.

ARTICLE XXI

ABSENTEEISM

Section 21.0. To maintain around the clock resident care, the parties to this Agreement will insist upon regular and punctual attendance of all Employees and further agree that all Employees will be ready to work at their appointed hours.

Section 21.1. An Employee prevented from attending any assigned work shall immediately notify his department. Any Employee who is absent for more than one (1) day shall give advance notice to his/her department head of his/her intention to return to work before the close of his regular shift on the preceding day.

Section 21.2. Unexcused absence from work shall subject an Employee to discipline.

ARTICLE XXII

UNIFORMS

Section 22.0. Inglis House will provide five (5) uniforms for all Employees required to wear same. Uniforms will remain Inglis House property while in the possession of Employees. Employees shall be required to return worn-out garments in order to receive a replacement uniform. The cost of uniforms not returned to Inglis House in good condition, reasonable wear and tear excepted, shall be borne by the Employee.

Section 22.1. Inglis House will provide laundry service in accordance with past practice.

Section 22.2. Inglis House shall continue to require a Five Dollar (\$5.00) uniform deposit, returnable upon separation.

ARTICLE XXIII

BENEFIT FUND

Section 23.0. (a) Effective September 30, 2012, Inglis House shall continue to contribute to the Benefit Fund for Hospital and Health Care Employees - Philadelphia and Vicinity (hereinafter called the "Benefit Fund") monthly a sum equal to thirty-three and two-tenths percent (33.2%) of the gross payroll of all full-time and regular part-time Employees in the bargaining unit covered by this Agreement, exclusive of those Employees who have not completed the probationary period. The amounts due from and paid by Inglis House under this Section shall be reduced by and include the employee contribution amounts deducted under the following subsections.

(b) Effective September 30, 2012 each Employee for whom Inglis House makes a contribution to the Benefit Fund shall pay forty dollars (\$40.00) per week, which sum shall be deducted from their pay as contribution for their health and welfare benefits. Such amounts shall be retained by Inglis House and shall offset the contributions made under Section 23.0(a) above.

(c) Additional employee payments on premium in connection with plan design features shall be forwarded to the fund and shall not offset Inglis House's contributions.

If other employers get lower rate increases, increased Employee contributions or if they get more favorable treatment on the Health and Welfare, Inglis House will get the same benefit.

Section 23.2. The Benefit Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust and any amendments thereof, which

provide for equal representation by the Union and the Employer contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop shall be submitted to arbitration except as may be otherwise provided for in said Agreement and Declaration of Trust and his decision shall be final and binding.

Section 23.3. An independent audit of the Benefit Fund shall be made annually and a statement of the results thereof shall be furnished to Inglis House.

Section 23.4. Together with the periodic payments herein provided, Inglis House shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Benefit Fund.

Section 23.5. Health and Welfare Re-opener. Effective September 30, 2014 Inglis House shall meet with the Union for the purpose of negotiating contributions for the 4th and 5th year of this Agreement to the Health and Welfare Fund. It is understood that the subject of contribution to the Benefit Fund is the only subject that may be discussed on September 30, 2014 and in all other respects, except as noted below, all other terms and conditions of the Agreement shall remain in effect for the term of the Agreement.

The exception as to the contract remaining in effect during the Health and Welfare re-openers is Article 11, No Strike – No Lockout. In the event Inglis House and the Union are unable to agree upon Health and Welfare contributions, if any, the Union shall be free to strike and Inglis House shall be free to lockout.

Section 23.6. Program Assistants and Operations Assistants in the Adult Day Program, who have completed the probationary period, will continue to be included in the Inglis non-union health care benefits program as may be amended by Inglis at its discretion on the same basis as non-union employees. The payroll for Program and Operation Assistants in the Adult Day Program shall not be included in the Section 23.0(a) calculation of gross payroll.

ARTICLE XXIV

REST PERIODS

Section 24.0. It is the intent of the parties to secure and sustain maximum productivity per Employee. Consistent with the principle of a fair day's work for a fair day's pay, the Union reemphasizes its agreement with the object of achieving the highest level of Employee performance and efficiency, consistent with safety, health and sustained effort. To that end, the parties have agreed:

(a) That Employees shall be granted one fifteen (15) minute rest period worked prior to lunch; and one fifteen (15) minute rest period to be taken during the period worked after lunch, at time to be determined by Inglis House. Such rest periods are granted in lieu of random rest periods heretofore taken by all Employees and shall be considered as time worked.

ARTICLE XXV

PART-TIME EMPLOYEES

Section 25.0. Part-time Employees shall be covered by the terms of the collective bargaining agreement upon the completion of the probationary period and shall receive benefits on a pro rata basis.

Section 25.1. Part-time Employees shall be covered by the terms of the Benefit Fund for Hospital and Health Care Employees – Philadelphia and Vicinity and the Pension Fund for Hospital and Health Care Employees – Philadelphia and Vicinity in accordance with the provisions of Article XXIII of this Agreement.

Section 25.2. Part-time Employees who work less than (20) hours per week shall only be used to supplement non-work time, leaves of absence, workers compensation leave, call outs, the work schedule during the week and on weekends.

ARTICLE XXVI

CREDIT UNION CHECK-OFF

Section 26.0. Upon receipt of a written authorization in the form annexed hereto, from an Employee applicable to Credit Union deductions, Inglis House shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's seventy-five (75) calendar days, the sum specified in said authorization and remit the same to the District 1199C Credit Union, or another Credit Union designated by the Union, to the credit or account of said Employee.

ARTICLE XXVII

SICK LEAVE

Section 27.0. Upon completion of the probationary period, Employees shall be entitled to sick leave with pay. This allowance will be calculated from date of employment on the basis of one (1) day per month of service to a maximum of twelve (12) days per year.

Section 27.1. Unused sick leave may be accumulated up to a maximum of sixty (60) days. Accrued sick leave shall be paid upon retirement.

Section 27.2. (a) In order to receive sick leave for a period of three (3) days or more, a doctor's certificate is required. Inglis House reserves the right to require a doctor's certificate in order for an Employee to receive sick leave with pay for absences of less than three (3) days for Employees with records of repeated absences, or when an early return may present a health hazard to our residents or Employees.

(b) An Employee shall be entitled to his/her sick time to supplement either Workmen's Compensation and/or Disability benefits under the Benefit Fund for the duration of illness, injury or disability. Such combined funds shall not exceed the Employee's regular full day's pay.

Section 27.3. Employees with accumulated paid sick time will continue to earn vacation and holidays while out on paid sick leave. However, holidays falling within an

Employee's paid sick leave will be granted only after the Employee has returned and has worked for two (2) weeks.

Section 27.4. Employees may use one entire day of sick leave for attendance at a doctor or dental appointment, provided seven (7) calendar days notice of such appointment is furnished to the appropriate supervisor, except in case of emergency. Documentation from the Employee's physician must be provided to receive sick leave. In the event that the appointment is cancelled by the doctor or dentist the Employee shall report to work and be paid for time worked.

Section 27.5. Inglis House and District 1199C shall each appoint representatives to a joint Labor-Management Committee which will evaluate sick time usage and make recommendations designed to reduce such usage. A Joint-Labor-Management Committee shall be established to review and develop an incentive program.

ARTICLE XXVIII

CREATION OF NEW CLASSIFICATIONS

Section 28.0. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates, adjustment of existing wage rates or modification of wage rate plans because of the creation of new classifications, changes in equipment, changes in the content of jobs, or improvements brought about by Inglis House in the interest of improved methods and products. Under such circumstances, the following procedure shall apply:

- (a) Inglis House will develop an appropriate hourly rate to propose to the Union.
- (b) The proposed rate will be explained to the Union with the objective of obtaining its agreement to the installation of the proposed rate for a trial period to be agreed upon by the parties. Inglis House may thereupon install such a rate.

(c) When a wage rate for a new classification is installed, the Employee or Employees affected may at any time within thirty (30) days (except where the parties otherwise mutually agree) file a grievance alleging that such new rate does not bear a fair relationship to the duty of the classification in Inglis House. Such grievance shall be adjusted under the Grievance and Arbitration Procedure in this Agreement. If the grievance is submitted to the arbitration procedure, the decision shall be effective as of the date when the Employee was assigned to the new classification. If this decision results in a decrease in this rate, it shall be effective as of the date of the decision.

ARTICLE XXIX

EFFECT OF LEGISLATION-SEPARABILITY

Section 29.0. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXX

EMPLOYMENT SERVICES

Section 30.0. It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on jobs, it is therefore agreed: Inglis House shall utilize the Union's Employment Service for the recruitment and referral of qualified persons for bargaining unit job vacancies.

Section 30.1. Inglis House shall notify the Union's Employment Service of all bargaining unit jobs and shall afford the service forty-eight (48) hours from the time of notification to refer an applicant for the vacancy, before hiring from any other source.

Section 30.2. The Employment Service shall be administered by the Union. The cost of operating the service shall be borne by the Union.

Section 30.3. Notwithstanding the foregoing, Inglis House retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the Employer also retains the right to hire applicants from other sources.

Section 30.4. Inglis House shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of patients.

Section 30.5. Neither the Service in referring, nor Inglis House in hiring shall discriminate against an applicant because of membership or non-membership in the Union, or for any other reason set forth in Article XIII of this Agreement. The Employment Service shall give preference to applicants from the community when Union members are not available.

Section 30.6. Inglis House will advise the Union when a bargaining unit position is filled with a person who is not hired through the Union's Employment Service.

Section 30.7. Inglis House and District 1199C shall each appoint representatives to a joint labor management committee which will evaluate the hiring needs of Inglis House and the availability of qualified District 1199C personnel.

ARTICLE XXXI

ENFORCEMENT OF ARTICLES XV AND XXII

Section 31.0. Inglis House shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Funds and/or to enable the Funds to comply with the requirement of Federal and applicable State law and for the collection of payments due pursuant to Article XV and XXIII of this Agreement.

Section 31.1. Inglis House agrees to make available to the Funds such records of Employees as classifications, names, social security numbers and accounts of payroll and/or wages paid which the Funds may require in connection with the sound and efficient operation of the Funds or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit Accountants for the Funds to audit such records of the Employer.

Section 31.2. In the event that Inglis House fails to make payment of contributions as required by Articles XV and XXIII there shall be expedited arbitration thereof before an impartial arbitrator pursuant to the provisions of Article IX (Arbitration). The Arbitrator is hereby empowered to:

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

(b) direct that there shall be no further violations of such provision(s) of these Articles;

(c) direct that the following amounts, being the reasonable costs and expenses in connection with each Fund arbitration proceeding, be paid to the Fund(s) by Inglis House:

(i) for an uncontested proceeding, the lesser of 10% of the amount found due to each Fund or \$50 to each Fund involved;

(ii) for a contested proceeding, the lesser of 20% of the amount found due to each Fund or \$1,000 to each Fund involved;

(d) where there has been a previous Award made by the Arbitrator during the life of this Agreement that Inglis House has failed to make payment of contributions as required by Articles XV and/or XXIII, the Arbitrator shall have the power to compel the Employer to furnish the Funds with a Commercial Surety Bond sufficient to guarantee payment to all of the Funds for a three (3) month period, such Bond to be maintained during the balance of the life of the contract.

(e) In the event that Inglis House fails to make payment of contributions as required by Articles XV and/or XXIII, the Arbitrator shall also have the power to require the

properly authorized agent of Inglis House to sign a Confession of Judgment in the amount of the Award including interest, costs and expenses as hereinabove provided within ten (10) days from the issuance of the Award.

Section 31.3. In the event that the attorneys for the Fund(s) or the Union are required to move in court for confirmation of the Award or to oppose a stay and/or motion to vacate or set aside the Award in whole or in part, reasonable attorney's fees shall be imposed by the Court, if the Award is confirmed or the stay denied.

Section 31.4. In the event that the Trustees of the Fund(s) have terminated benefit coverage or pension credits to Employee(s) because Inglis House has failed to comply with the contribution requirements of Articles XV and/or XXIII, then Inglis House shall be directly liable to the affected Employee(s) for benefits to which the Employees would otherwise be entitled under the Funds; the amount of any benefits directly paid by Inglis House pursuant to this Paragraph may not be credited or offset by Inglis House against the amounts due the Fund(s) under Articles XV and XXIII, it being understood that Inglis House shall continue to be obligated to make contributions to the Fund(s) in accordance with Articles XV and XXIII. However, in the even that the Employer pays all past due contributions, interest, costs and expenses as provided in this Article, it shall be entitled to a credit equal to 65% of the actual audited benefits paid directly but shall in addition be liable for the costs of auditing such direct payments in the amount of 15% of such amount.

ARTICLE XXXII

LEGAL SERVICES PLAN

Section 32.0. Inglis House shall contribute monthly a sum of ten cents (\$0.10) per hour for each hour paid for all Employees covered by this Agreement who have satisfactorily completed their probationary period to a jointly administered group legal service trust fund to be known as District 1199C, Group Legal Services Fund (hereinafter referred to as the "Legal Fund"). If the union receives an increase in the legal services fund contribution rate from other

participating Employers, Inglis House will increase its contribution to match the minimum contribution.

Section 32.1. Such contributions shall be used by the Trustees of the Legal Fund for the purpose of providing the Employees with legal services and related benefits, as the Trustees of the Legal Fund may from time to time determine.

Section 32.2. Such payments by Inglis House shall be made monthly based upon the previous month's payroll. By way of example, an August contribution shall be based on the payroll for the month of July.

Section 32.3. The Legal Fund shall be held and administered under the terms and provisions of an Agreement and Declaration of Trust, and any amendments thereof, which shall provide for equal representation of the Union and the Employers contributions to said Fund. Any dispute whatsoever that may arise or deadlock that may develop between or among said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, or provided for by applicable law, and his decision shall be final and binding.

Section 32.4. An independent audit of the Legal Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

Section 32.5. Together with the periodic payments herein provided, Inglis House shall submit regular monthly reports to the Legal Fund in such form as may be necessary for the sound and efficient administration of the Legal Fund. Such regular monthly reports shall, at a minimum, include Employees' names, classification, date of hire, hours of work, social security numbers, base and gross wages or salaries paid to Employees, date of termination or leave, and such other information as may be required by law or by the Legal Fund to determine eligibility of Employees for benefits. Inglis House agrees to permit the Legal Fund accountant to audit its records to verify the accuracy of its payments.

Section 32.6. All payments due in connection with the Fund shall be due no later than thirty (30) days following the payroll month on which they are based. If a payment or

payments are not made in compliance with this Article, Inglis House shall, from and after the due date thereof, and until the full payment of arrears is made, pay interest on such arrears at an annual prime rate of interest as determined by Mellon Bank.

Section 32.7. The Legal Fund shall be operated at all times pursuant to the provisions of Section 302 of the National Labor Relations Act as amended, and all prevailing federal and state laws as well as the Code of Responsibility governing the operation of group legal services programs. No funds contributed by Inglis House pursuant to this Article shall be used to finance litigation by Employees of Inglis House against Inglis House or the Union.

ARTICLE XXXIII

ENVIRONMENTAL SERVICES, NURSING AND DIETARY DEPARTMENT

WEEKEND SCHEDULING

Section 33.0. The Employer will schedule off Environmental Services, Nursing and Dietary regular full-time Employees and each regular part-time Employees for:

1. Twenty-six (26) weekends in each period of twelve (12) consecutive months beginning July 1 of each year, provided, in all cases, such Employee has not elected to work on the work schedule in effect prior to December 10, 1981.

In the case of an Employee who missed a weekend for one of the following reasons:

- (a) absence due to sickness for more than 15 days;
- (b) while actually impaneled on a jury when called for jury duty;
- (c) absence while performing annual unit training while serving in the National Guard or in a Reserve Component of the Armed Forces;
- (d) on an unpaid leave of absence, or
- (e) is hired during any part of such 12 month period commencing on July 1, 1984, or subsequent July 1;

then the number of weekends off during such 12 month period shall be reduced by the produce of 26 multiplied by a fraction the numerator of which equals the number of such sick days or days of such unpaid leave of absence or number of days prior to the date of hire falling during the 12 month period and the denominator of which is 365. Weekends falling during such Employee 's vacation or holidays shall count as weekends off. Employees who miss a scheduled work weekend shall work a weekend rescheduled at the convenience of Inglis House, but shall not be required to work consecutive weekends immediately following return from vacation. Nursing employees required to make up a weekend will meet with the Staffing Coordinator.

Section 33.1. Employees shall not be required to make up weekend work missed as a result of Funeral Leave under Article XVI.

Section 33.2. Part-time Employees hired to implement this Agreement shall not receive the weekends provided by this schedule.

Section 33.3. Days off, excluding Saturday and Sunday, may not be consecutive for Employees scheduled to work under this Article.

Section 33.4 Subject to the terms set forth in Sections 33.0 through 33.3, Inglis may require Program and Operations Assistants in the Adult Day Program to work weekends if the Program is expanded to cover weekends.

ARTICLE XXXIV

BENEFITS FOR LICENSED PRACTICAL NURSES

AND ENGINEERS 1 AND ENGINEERS 2

Section 34.0. LPNs will continue to provide oversight and supervisory duties, and LPNs will continue to receive the health, life and disability coverage of non-bargaining unit personnel, subject to the same changes and/or conditions.

Section 34.1. All Employees in the Engineering and Maintenance Department shall receive the same benefits as Licensed Practical Nurses with the exception of health care

(Engineering and Maintenance staff shall remain in the Benefit Fund for health care) These benefits are shift differential and vacation accrual.

ARTICLE XXXV

TRAINING AND UPGRADING FUND

Section 35.0. Inglis House shall contribute to the Philadelphia Hospital & Health Care District 1199C Training and Upgrading Fund (hereinafter called the "Training and Upgrading Fund") a sum equal to the one and one half percent (1.5%) of the gross payroll of all Employees in the bargaining unit covered by this Agreement, exclusive of Employees who have not completed their probationary period. Such monthly payments shall be based on the previous month's gross payroll.

Section 35.1. Contributions so received by the training and Upgrading Fund shall be used to study industry manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. It is understood that such programs shall be administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Employers contributing to said Training and Upgrading Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator, except as may be otherwise provide for in said Agreement and Declaration of Trust, and his decision shall be final and binding. The Trustees of the 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.

Inglis House and the Training and Upgrading Fund will develop a curriculum to meet the training needs of the Inglis House staff. The Training and Upgrading Fund will finance such training.

Section 35.2. An independent audit of the Training and Upgrading Fund shall be made annually and a statement of the results thereof shall be furnished to Inglis House.

Section 35.3. Together with the periodic payments herein provided, Inglis House shall submit regular monthly reports to the Training and Upgrading Fund in such form as may be necessary for the sound and efficient administration of the Training and Upgrading Fund.

Inglis House agrees to make available to the Training and Upgrading Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Training and Upgrading Fund may require in connection with the sound and efficient administration of the Training and Upgrading Fund or that may be required in order to determine the eligibility of Employees for Training and Upgrading Fund benefits, and to permit an Accountant for the Training and Upgrading Fund to audit such records.

ARTICLE XXXVI

TERMINATION

Section 36.0. The terms and conditions of this Agreement shall continue in effect until midnight, September 30, 2018. Thereafter it shall be self-renewing for yearly periods unless notice of desire to terminate or modify the Agreement is given in writing by either party to the other ninety (90) days prior to the expiration date.

Section 36.1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the agreements arrived at after the exercise of that right are set forth in this Agreement. Therefore, Inglis House and the Union for the life of the Agreement each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or

covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 36.2. This Agreement shall be governed by the laws of the United States. In the event any provision is inconsistent with the applicable laws, the provision shall be considered null and void. The remaining provisions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

INGLIS HOUSE

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

By: Cheryl Whitfield, VP HR
Cheryl Whitfield, VP Human Resources

By: [Signature]

Marjorie Harding, Co-Executive Director
Marjorie Harding, Co-Executive Director

Gwen Partlowe
Gwen Partlowe

EXHIBIT "A"

JOB CLASSIFICATIONS

GRADE I

GRADE II

Laundry Service Worker
Food Service Worker
Environment Services Technician (Resident Room)
Environmental Services Technician (Common Area)

GRADE III

Floor Technician

GRADE IV

Wheelchair Cleaner

GRADE V

Hospitality Worker
Production Technician

UNCLASSIFIED

Restorative Aide
Licensed Practical Nurse
Licensed Practical Nurse SWP
IADP Program Assistant
IADP Operations Assistant
Lead Engineer
Engineer I
Engineer I (Safety Officer)
Engineer 2
Wheelchair Mechanic
Lead Wheelchair Mechanic
Lead Driver Grounds Keeper
Driver Grounds Keeper

GRADE VI

Seamstress
Certified Nursing Assistant

GRADE VII

Laundry Resident Service Worker 2
Laundry Service Lead

GRADE VIII

Materials Handler
Lead Laundry Cleaner

GRADE IX

GRADE X

GRADE XI

GRADE XII

EXHIBIT "B"

**APPLICATION FOR MEMBERSHIP
AND CHECK OFF AUTHORIZATION**

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date
PLEASE DO NOT WRITE IN ABOVE SPACE -- FOR OFFICE USE ONLY					

**National Union of Hospital and Health Care Employees
330 West 42nd Street, New York, NY 10036**

APPLICATION FOR MEMBERSHIP

Please print

Name _____ Date _____

Address _____ Apt. _____

City/State _____ Zip _____

Employed _____
at _____ Dept/Job _____

Title _____
Salary _____ Hrs. Per week _____ Date _____

Hired _____
Work Phone _____ Home Phone _____

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

CHECK-OFF AUTHORIZATION

Date _____

To: _____

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by the National Union of Hospital and Health Care Employees, AFL-CIO, as a condition of membership and in addition thereto, to deduct each month my monthly membership dues from my wages or salary; and to remit all such deductions so made to the National Union of Hospital and Health Care Employees, AFL-CIO, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the Employee gives written notice addressed to the National Union Finance Department at 330 West 42nd Street, New York City, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Print Name _____ Social Security
No. _____

Dept. _____ Signature _____

Address _____

MEMORANDUM OF AGREEMENT

EXHIBIT "E"

MINIMUM WAGE RATES FOR
THOSE EMPLOYEES ON PAYROLL PRIOR TO JULY 1, 1992

Title/Grade	Classification Rate	(2%)	(2%)	(2%)	(2 1/4%)	(3%)	(1%)
	(Eff. 10/1/12)	(Eff. 7/1/13)	(Eff. 7/1/14)	(Eff. 7/1/15)	(Eff. 7/1/16)	(Eff. 7/1/17)	(Eff. 7/1/18)
Grade 2—Laundry Service Worker; Environmental Services Technician; Food Service Worker	17.28	17.63	17.98	18.34	18.75	19.31	19.50
Grade 3—Floor Technician	17.47	17.82	18.18	18.54	18.96	19.53	19.73
Grade 4—Wheelchair Cleaner	17.69	18.04	18.40	18.77	19.19	19.77	19.97
Grade 5—Hospitality Worker; Production Technician	17.87	18.23	18.59	18.96	19.39	19.97	20.17
Grade 6—Seamstress; Certified Nursing Assistant	18.10	18.46	18.83	19.21	19.64	20.23	20.43
Grade 7—Laundry Resident Service Worker 2; Laundry Service Lead	18.30	18.67	19.04	19.42	19.86	20.46	20.66
Grade 8—Materials Handler; Lead Laundry Cleaner	18.57	18.94	19.32	19.71	20.15	20.75	20.96
Restorative Nurse Aide	17.56	17.91	18.27	18.64	19.06	19.63	19.83
Licensed Practical Nurse	27.33	27.88	28.44	29.01	29.66	30.55	30.86
Licensed Practical Nurse/SWP	30.30	30.91	31.53	32.16	32.88	33.87	34.21
IADP Program Assistant	15.78	16.10	16.42	16.75	17.13	17.64	17.82
IADP Operations Assistant	12.61	12.86	13.12	13.38	13.68	14.09	14.23
Driver/Groundskeeper	21.52	21.95	22.39	22.84	23.35	24.05	24.29
Lead Driver/Groundskeeper	23.37	23.84	24.32	24.81	25.37	26.13	26.39
Wheelchair Mechanic	23.37	23.84	24.32	24.81	25.37	26.13	26.39

MEMORANDUM OF AGREEMENT

EXHIBIT "C"

MINIMUM WAGE RATES FOR
THOSE EMPLOYEES ON PAYROLL AFTER JULY 1, 1992

Title/Grade	Classification Rate (Eff. 10/1/12)	(2%)		(2 1/4%)		(3%)		(1%)
		Classification Rate (Eff. 7/1/13)	Classification Rate (Eff. 7/1/14)	Classification Rate (Eff. 7/1/15)	Classification Rate (Eff. 7/1/16)	Classification Rate (Eff. 7/1/17)	Classification Rate (Eff. 7/1/18)	
Engineer II	21.33	21.76	22.20	22.64	23.15	23.84	24.08	
Engineer I	22.55	23.00	23.46	23.93	24.47	25.20	25.45	
Engineer I/Safety Officer	22.95	23.41	23.88	24.36	24.91	25.66	25.92	
Lead Engineer	27.30	27.85	28.41	28.98	29.63	30.52	30.83	
Lead Wheelchair Mechanic (<i>new position as of 7/1/13</i>)	N/A	25.55	26.06	26.58	27.18	28.00	28.28	

New Employee shall be those hired on or after October 1, 2012.

At its sole discretion, Inglis shall have the right to pay New Employees above the otherwise applicable 80% or 90% rate up to the full Starting Rate for Classification based on its hiring or retention needs. In the event that Inglis exercises this right, it shall increase all employees in the same classification with greater seniority to the same rate.

New Employees in these classifications will be paid \$0.25 less than the Starting Rate for Classification until the completion of their probationary period.

MEMORANDUM OF AGREEMENT

EXHIBIT "C"

MINIMUM WAGE RATES FOR
THOSE EMPLOYEES ON PAYROLL AFTER JULY 1, 1992

Title/Grade	Classification Rate	Classification Rate	Classification Rate	Classification Rate	Classification Rate	Classification Rate	Classification Rate
	(Eff. 10/1/12)	(2%) (Eff. 7/1/13)	(2%) (Eff. 7/1/14)	(2%) (Eff. 7/1/15)	(2 1/4%) (Eff. 7/1/16)	(3%) (Eff. 7/1/17)	(1%) (Eff. 7/1/18)
Grade 2—Laundry Service Worker; Environmental Services Technician; Food Service Worker	14.25	14.54	14.83	15.13	15.47	15.93	16.09
Grade 3—Floor Technician	14.44	14.73	15.02	15.32	15.66	16.13	16.29
Grade 4—Wheelchair Cleaner	14.67	14.96	15.26	15.57	15.92	16.40	16.56
Grade 5—Hospitality Worker; Production Technician	14.86	15.16	15.46	15.77	16.12	16.60	16.77
Grade 6—Seamstress; Certified Nursing Assistant	15.10	15.40	15.71	16.02	16.38	16.87	17.04
Grade 7—Laundry Resident Service Worker 2; Laundry Service Lead	15.33	15.64	15.95	16.27	16.64	17.14	17.31
Grade 8—Materials Handler; Lead Laundry Cleaner	15.58	15.89	16.21	16.53	16.90	17.41	17.58
Restorative Nurse Aide	16.10	16.42	16.75	17.09	17.47	17.99	18.17
Licensed Practical Nurse	23.78	24.26	24.75	25.25	25.82	26.59	26.86
Licensed Practical Nurse/SWP	30.30	30.91	31.53	32.16	32.88	33.87	34.21
IADP Program Assistant	15.78	16.10	16.42	16.75	17.13	17.64	17.82
IADP Operations Assistant	12.61	12.86	13.12	13.38	13.68	14.09	14.23
Driver/Groundskeeper	19.49	19.88	20.28	20.69	21.16	21.79	22.01
Lead Driver/Groundskeeper	21.19	21.61	22.04	22.48	22.99	23.68	23.92
Wheelchair Mechanic	21.33	21.76	22.20	22.64	23.15	23.84	24.08

MEMORANDUM OF AGREEMENT

EXHIBIT "C"

**MINIMUM WAGE RATES FOR
THOSE EMPLOYEES ON PAYROLL AFTER JULY 1, 1992**

Title/Grade	(2%)		(2%)		(2%)		(2 1/4%)		(3%)		(1%)
	Classification Rate <i>(Eff. 10/1/12)</i>	Classification Rate <i>(Eff. 7/1/13)</i>	Classification Rate <i>(Eff. 7/1/14)</i>	Classification Rate <i>(Eff. 7/1/15)</i>	Classification Rate <i>(Eff. 7/1/16)</i>	Classification Rate <i>(Eff. 7/1/17)</i>	Classification Rate <i>(Eff. 7/1/18)</i>				
Engineer II	21.33	21.76	22.20	22.64	23.15	23.84	24.08				
Engineer I	22.55	23.00	23.46	23.93	24.47	25.20	25.45				
Engineer I/Safety Officer	22.95	23.41	23.88	24.36	24.91	25.66	25.92				
Lead Engineer	27.30	27.85	28.41	28.98	29.63	30.52	30.83				
Lead Wheelchair Mechanic <i>(new position as of 7/1/13)</i>	N/A	25.55	26.06	26.58	27.18	28.00	28.28				

New Employee shall be those hired on or after October 1, 2012.

At its sole discretion, Inglis shall have the right to pay New Employees above the otherwise applicable 80% or 90% rate up to the full Starting Rate for Classification based on its hiring or retention needs. In the event that Inglis exercises this right, it shall increase all employees in the same classification with greater seniority to the same rate.

New Employees in these classifications will be paid \$0.25 less than the Starting Rate for Classification until the completion of their probationary period.

** Employees who transfer into another job within the same Department and Classification will have their increases factored into their new rate as outlined in Exhibit C.

MEMORANDUM OF AGREEMENT
EXHIBIT "D"
WAGES FOR NEW EMPLOYEES

Title/Grade	Starting Rate 1 st 12 months (80%) ²	Starting Rate 2 nd 12 months (90%) ²	Classification Rate (Eff. 10/1/12)	(2%)		(2%)		(2%)		(2 1/4%)		(3%)		(1%)	
				Classification Rate (Eff. 7/1/13)	Classification Rate (Eff. 7/1/14)	Classification Rate (Eff. 7/1/15)	Classification Rate (Eff. 7/1/16)	Classification Rate (Eff. 7/1/17)	Classification Rate (Eff. 7/1/18)						
Grade 2—Laundry Service Worker; Environmental Services Technician; Food Service Worker	11.40	12.83	14.25	14.54	14.83	15.13	15.47	15.93	16.09						
Grade 3—Floor Technician	11.56	13.00	14.44	14.73	15.02	15.32	15.66	16.13	16.29						
Grade 4—Wheelchair Cleaner	11.74	13.20	14.67	14.96	15.26	15.57	15.92	16.40	16.56						
Grade 5—Hospitality Worker; Production Technician	11.89	13.38	14.86	15.16	15.46	15.77	16.12	16.60	16.77						
Grade 6—Seamstress; Certified Nursing Assistant	12.08	13.59	15.10	15.40	15.71	16.02	16.38	16.87	17.04						
Grade 7—Laundry Resident Service Worker 2; Laundry Service Lead	12.27	13.80	15.33	15.64	15.95	16.27	16.64	17.14	17.31						
Grade 8—Materials Handler; Lead Laundry Cleaner	12.47	14.02	15.58	15.89	16.21	16.53	16.90	17.41	17.58						
Restorative Nurse Aide	12.88	14.49	16.10	16.42	16.75	17.09	17.47	17.99	18.17						
Licensed Practical Nurse	N/A ³	N/A	23.78	24.26	24.75	25.25	25.82	26.59	26.86						
Licensed Practical Nurse/SWP	N/A ³	N/A	30.30	30.91	31.53	32.16	32.88	33.87	34.21						
IADP Program Assistant	12.62	14.20	15.78	16.10	16.42	16.75	17.13	17.64	17.82						
IADP Operations Assistant	10.09	11.35	12.61	12.86	13.12	13.38	13.68	14.09	14.23						
Driver/Groundskeeper	15.59	17.54	19.49	19.88	20.28	20.69	21.16	21.79	22.01						
Lead Driver/Groundskeeper	16.95	19.07	21.19	21.61	22.04	22.48	22.99	23.68	23.92						
Wheelchair Mechanic	17.06	19.20	21.33	21.76	22.20	22.64	23.15	23.84	24.08						

MEMORANDUM OF AGREEMENT
EXHIBIT "D"
WAGES FOR NEW¹ EMPLOYEES

		(2%)	(2%)	(2%)	(2 ¼%)	(3%)	(1%)		
	Starting Rate 1 st 12 months (80%) ²	Starting Rate 2 nd 12 months (90%) ²	Classification Rate (Eff. 10/1/12)	Classification Rate (Eff. 7/1/13)	Classification Rate (Eff. 7/1/14)	Classification Rate (Eff. 7/1/15)	Classification Rate (Eff. 7/1/16)	Classification Rate (Eff. 7/1/17)	Classification Rate (Eff. 7/1/18)
Engineer II	17.06	19.20	21.33	21.76	22.20	22.64	23.15	23.84	24.08
Engineer I	N/A ³	N/A	22.55	23.00	23.46	23.93	24.47	25.20	25.45
Engineer I/Safety Officer	N/A ³	N/A	22.95	23.41	23.88	24.36	24.91	25.66	25.92
Lead Engineer	N/A ³	N/A	27.30	27.85	28.41	28.98	29.63	30.52	30.83
Lead Wheelchair Mechanic (<i>new</i> <i>position as of 7/1/13</i>)	20.44	23.00	N/A	25.55	26.06	26.58	27.18	28.00	28.28

¹New Employee shall be those hired on or after October 1, 2012.

²At its sole discretion, Inglis shall have the right to pay New Employees above the otherwise applicable 80% or 90% rate up to the full Starting Rate for Classification based on its hiring or retention needs. In the event that Inglis exercises this right, it shall increase all employees in the same classification with greater seniority to the same rate.

³New Employees in these classifications will be paid \$0.25 less than the Starting Rate for Classification until the completion of their probationary period.