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AGREEMENT

BY AND BETWEEN KEARSLEY

OPERATOR, L.P. and

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

July 1, 2015

to

June 30, 2019

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION	4
ARTICLE 2 MANAGEMENT RIGHTS	5
ARTICLE 3 NO STRIKES, LOCKOUTS, AND WORK STOPPAGES	6
ARTICLE 4 UNION SECURITY	6
ARTICLE 5 CHECK-OFF	7
ARTICLE 6 UNION ACTIVITY, VISITATION AND BULLETIN BOARDS	9
ARTICLE 7 HIRING	10
ARTICLE 8 PROBATIONARY EMPLOYEES	11
ARTICLE 9 PART-TIME EMPLOYEES	11
ARTICLE 10 HOURS OF WORK	11
ARTICLE 11 WAGES	12
ARTICLE 12 OVERTIME	12
ARTICLE 13 SHIFTS AND SHIFT DIFFERENTIAL	12
ARTICLE 14 SENIORITY	13
ARTICLE 15 RESIGNATION	16
ARTICLE 16 DISCHARGE AND PENALTIES	16
ARTICLE 17 GRIEVANCE PROCEDURE	16
ARTICLE 18 ARBITRATION	17
ARTICLE 19 PERSONNEL FILES	18
ARTICLE 20 HEALTH AND WELFARE	18
ARTICLE 21 INSURANCE	19
ARTICLE 22 PENSION	19

ARTICLE 23 VACATION	20
ARTICLE 24 HOLIDAYS	22
ARTICLE 25 JURY DUTY	22
ARTICLE 26 FUNERAL LEAVE	23
ARTICLE 27 SICK LEAVE	23
ARTICLE 28 UNIFORMS	24
ARTICLE 29 TEMPORARY TRANSFERS	24
ARTICLE 30 LEAVE OF ABSENCE	25
ARTICLE 31 SAFETY	26
ARTICLE 32 NO-DISCRIMINATION	26
ARTICLE 33 EFFECT OF LEGISLATION -- SEPARABILITY	26
ARTICLE 34 MISCELLANEOUS	27
ARTICLE 35 TERMINATION	28
SCHEDULE A	30

COLLECTIVE BARGAINING AGREEMENT

AGREEMENT, made and entered into and effective this 1st day of July, 2015, by and between KEARSLEY OPERATOR, L.P., located at 49th Street and Monument Road, Philadelphia, Pennsylvania, 19131-2698, (hereinafter called "Employer" or "Home" or "Kearsley"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C, with its offices at 9-25 Alling Street, 4th Floor, Newark, NJ 07102 (hereinafter called the "Union"), acting herein in behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees".

WITNESSETH:

WHEREAS, the Employer is engaged in furnishing an essential public service vital to the health, welfare, safety and comfort of the community and more particularly to the elderly persons residing at Kearsley; and

WHEREAS, both the Employer and its Employees have a high degree of responsibility to the public in so serving the general public and the elderly persons residing at Kearsley without interruption of this essential service; and

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as herein provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the elderly persons of the Employer as well as of its Employees and to avoid interruptions and interferences with services to the elderly persons and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW, THEREFORE, in connection of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

1.1 (a) Employer recognizes the Union as the sole and exclusive collective bargaining representative of all the Employees in the following bargaining unit: all regular full-time LPN, service and maintenance Employees and regular part-time LPN, service and maintenance Employees regularly scheduled for fifteen (15) or more hours per week, except as otherwise herein provided.

(b) Excluded from the aforesaid bargaining unit are all part-time Employees regularly scheduled for less than fifteen (15) hours per week, registered nurses, technical

Employees, office clerical Employees, guards, supervisory, confidential, executive and managerial Employees, probationary Employees as defined in Article 8 of this Agreement, and temporary Employees as defined herein.

(c) A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of maternity leave of the employee being replaced, with the consent of the Union, which shall not unreasonably withhold; however, such employee shall become a member of the Union after the expiration of the initial three (3) month period.

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

ARTICLE 2 MANAGEMENT RIGHTS

2.1 The management of the Home and the direction of the working force are vested exclusively with the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline or discharge for just cause, lay off, promote, transfer, and assign its Employees; to determine or change the starting and quitting time and number of hours worked; to assign work, to determine the qualifications required and the size and composition of the work force; to promulgate and change working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge, or reduce any job classification, department, operation or service; to assign or transfer Employees to other departments and shifts as operations may require; to hire temporary or part-time Employees, to introduce new or improved facilities; to control and regulate the use of facilities, supplies, equipment, and other property of the Home; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of the Agreement.

2.2 The Employer may introduce a change in the method or methods of operation which will produce a change in job duties and a reduction in personnel in any department. The Employer shall determine the number, location, and operation of all divisions, departments, and all other units of the Home. Nothing contained in this Agreement shall prevent the implementation of any program and work force reductions on any program to be hereafter undertaken by the Home.

2.3 The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain resident and patient care and full efficiency.

2.4 There shall be no individual agreements between Employees and the Employer.

2.5 Nothing herein contained is to be construed to mean that a worker or group of workers have inherent rights to a particular job.

ARTICLE 3
NO STRIKES, LOCKOUTS, AND WORK STOPPAGES

3.1 No Strikes, Work Stoppages, Etc. Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work without regard to the cause thereof. Neither the Employee, the Union, nor any officers, agents or other representatives of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement. The Employer, at its discretion, may discipline or discharge only those who instigated, incited, induced or were leaders in such actions. The burden of proof shall be on the Employer to factually establish such Employees' involvement and any discipline or discharge action shall be subject to the grievance and arbitration procedures of this contract.

3.2 No Lockouts. The Employer agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

3.3 Additional Procedure. In the event of a violation of this Section – No Strikes, Lockouts and Work Stoppages – and in addition to any other remedy, the Employer may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall, within four (4) hours upon receipt of the grievance, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twelve (12) hours of his appointment upon telegraphic notice to the Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he may deem appropriate to terminate such violation, of Article 3 - No Strikes, Work Stoppages, etc. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of the Employer. The same procedure shall be applicable in the event of a violation of Article 3 - No Lockout by the Employer.

3.4 Employees participating in any strike, slowdown, or concerted work stoppage shall be subject to discharge.

ARTICLE 4
UNION SECURITY

4.1 All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

4.2 All Employees on the active payroll as of the effective date of this Agreement, who are not members of this Union shall become members of the Union within thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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

4.4 For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he tenders his periodic union dues and initiation fee uniformly required as a condition of membership.

4.5 Subject to Article IV, an employee who has failed to maintain membership in the Union in good standing as required by this Article shall within twenty (20) calendar days following receipt of written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

4.6 The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 5 CHECK-OFF

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

5.2 Upon thirty (30) days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the office of the Union, as designated in said notice.

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

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

5.5 Such Employees shall be required, as a condition of continued employment, to remit to either the Lupus Foundation, the Sickle Cell Anemia Foundation or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided herein. Such sums shall be checked-off by the Employer from the employee's pay at the same time and the same amount as initiation fees and dues are, and remitted by the Employer to the charity designated by the employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

5.6 (a) If any such employee who holds conscientious objections requires 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.

(b) 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.

(c) 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.

(d) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the employee's pay in accordance with Exhibit "B", attached hereto, 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.

(e) Any dispute 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.

5.7 The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the collective bargaining agreement or (c) layoff from work or (d) agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, (except that deductions for terminated Employees shall be governed by Sections 1, 4 and 5 hereof). These provisions, however, shall not relieve any Employees of the obligation to make the required dues and initiation fee payment pursuant to the Union Constitution in order to remain in good standing, except as provided in Sections 4 and 5.

5.8 The Employer shall not be obligated to make dues deductions or charitable deductions of any kind from the employee who, during any dues month involved, shall have failed to have received sufficient wages to equal dues or charitable deductions.

5.9 Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedures in accordance with Section 6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all Employees 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, the Employer shall forward to the Union a list of all employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof, together with the amount deducted for each employee.

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

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

5.12 The Employer agrees to make a payroll deduction once per month from an employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D". This deduction shall be made once per month for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to the District 1199C by separate check.

5.13 It is specifically agreed that the Employer 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 the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, or 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 6

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

6.1 An authorized representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When a Union

representative enters the Employer's premises, he shall first notify the Executive Director or his designee regarding the Union's presence in order to receive permission for same. Such visit shall not in any way interfere with patient care or efficient operation of the Home. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.

6.2 Whenever a Union delegate finds it necessary to investigate a grievance, he/she must receive the permission of his/her supervisor. In the event the grievance involves another employee, the delegate must receive the permission of the other employee's supervisor to meet with the employee. Permission shall not be unreasonably denied. In no event shall the investigation of grievances interfere with the orderly operation of the Home.

6.3 The Employer shall provide a bulletin board for the exclusive use of the Union for the purpose of posting proper Union notices. A copy of all notices shall be given to the Employer.

6.4 Up to three (3) Employees elected as Union delegates shall be permitted to attend one (1) regular delegate assembly meeting with pay, not to exceed a total of five (5) days, provided such employees give the Employer no less than one (1) week's advance notice of same and provided that Employer's operations shall not be impaired.

ARTICLE 7 HIRING

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

(a) The Employer may utilize the Union's Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies and training positions.

(b) The Employer may notify the Union's Employment Services of all bargaining unit job and training position vacancies 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 source.

(c) The Employment Service shall be administered by the Union and the costs of operating the Service shall be borne by the Union.

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

(e) The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety, or well-being of patients.

ARTICLE 8 PROBATIONARY EMPLOYEES

8.1 A newly hired employee shall complete his/her probationary period after he/she has completed ninety (90) days. Upon notice to the Union, and after meeting with the Union delegate or other representative, the Employer may extend the probationary period an additional thirty (30) days.

8.2 During or at the end of the probationary period, the Employer may discharge any such employee and such discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 9 PART-TIME EMPLOYEES

9.1 Intentionally Omitted.

9.2 Part-time Employees who also work 1,000 hours or more per year shall be entitled to Life Insurance, Disability Insurance, and Pension benefits on a pro-rata basis and as provided in each respective plan. However, part-time Employees shall not be entitled to Health and Welfare benefits.

9.3 Only a part-time employee who works 22.5 or more hours per week shall be eligible for vacation, sick time and holidays which shall be earned on a pro-rata basis.

ARTICLE 10 HOURS OF WORK

10.1 The regular work week for Employees shall consist of the number of hours per week regularly worked by such Employees up to a maximum of thirty-seven and one-half (37.5) hours per week. Employees shall be provided an unpaid lunch period on one-half (1/2) hour.

10.2 Nothing in this Agreement shall constitute a guarantee of hours of work per day or of days of work per week. However, any employee who reports to work at his scheduled time not having been notified not to report shall be provided with work or be paid for at least eight (8) hours.

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

10.4 Employees shall be entitled to two (2) fifteen (15) minute rest periods per shift with the rest periods assigned at the sole discretion of the Employer.

10.5 Employees who work in departments which operate seven (7) days a week shall be required to work every other weekend. Weekends missed due a scheduled vacation or bereavement shall not be required to be made up.

10.6 Employees will not be docked until seven (7) minutes after their scheduled starting time. However, any lateness will subject such employee to progressive discipline notwithstanding that such employee may not be docked until they are late more than seven (7) minutes.

10.7 A maintenance employee who is placed on call and is called into work shall be paid a minimum of four (4) hours.

ARTICLE 11 WAGES

11.1 The hourly rate of pay shall be those set forth in Schedule "A" attached hereto and made a part hereof.

ARTICLE 12 OVERTIME

12.1 Overtime shall be paid at time and one-half (1-1/2) an employee's regular rate of pay for all hours worked in excess of eight (8) hours in any one day and in excess of eighty (80) hours in any two-week pay period.

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

12.3 There shall be no pyramiding of overtime.

ARTICLE 13 SHIFT AND SHIFT DIFFERENTIAL

13.1 Employees shall work on the shift, shifts, or shift arrangements for which they were hired. Whenever the employee requests a change of shift, he shall request same of his department head. Approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he is then working, and if more than one employee applies, such change shall apply to the employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, the employee shall have preference in filling vacancies on another shift in the classification in which he is then working over new employees.

13.2 Employees within the same job classification may trade days off provided they do so within the same work week provided it does not cost the Employer any additional money as

overtime. Approval of the department head shall be required upon advance written notice of the employee initiating the request. Such approval shall not be unreasonably withheld.

13.3 A shift differential of fifty cents (\$0.50) shall be paid to Employees working any shift which begins or ends during any evening or night shift. Employees hired after June 30, 2005 shall not be eligible for shift differential. All LPN's hired prior to July 1, 2011, working any shift which begins or ends during any evening or night shift shall receive a shift differential of one dollar and fifty cents (\$1.50).

13.4 In the event a new shift is established, the Employer will request volunteers. If no employee volunteers, individuals may be selected for the shift assignment based on job classification in reverse order of seniority.

ARTICLE 14 SENIORITY

14.1 Definition.

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

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

14.2 Accrual.

(a) An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his last hire.

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the length of an employee's continuous employment, if the employee is recalled into employment.

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an employee works in a specific job classification.

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

14.3 Loss of Seniority. An employee's seniority shall be lost when he:

(a) Quits, resigns, or takes a job elsewhere, when his regular work is available with the Employer;

(b) Is discharged for just cause;

(c) Is laid off for a period of twelve (12) months or a period exceeding the length of the employee's continuous service, whichever is less;

(d) Fails to report to work following a recall from layoff or a decision of an arbitrator reinstating an employee who was discharged within seven (7) working days after being notified by telegram or certified mail at the last address in Employer's records. Employer shall also send a copy of the notification to the Union.

(e) Fails to return following the end of a leave-of-absence, vacation or sick leave unless the employee presents a reasonable excuse acceptable to the Employer;

(f) While on leave of absence, takes another job during his normal working hours without written permission of the Administrator;

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

(h) Fails to return following a disciplinary suspension;

(i) Is absent for twenty-four (24) consecutive hours without notifying the Employer unless the employee presents a reasonable excuse acceptable to the Employer.

(j) Fails to return from an approved FMLA Leave or fails to give proper notice of intent to return from FMLA Leave.

14.4 Application

(a) Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations herein provided.

14.5 Layoff.

(a) In the event a layoff becomes necessary within a job classification, Employees not covered by this Agreement will be laid off first, then probationary Employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority.

(b) In the event an employee is scheduled to be laid off in one department and there exists a vacant position or a less senior employee in another classification in another

department, which the employee has the present ability and qualifications to perform, then bargaining unit seniority shall prevail in assigning such Employees scheduled to be laid off to such position. This provision is not intended to circumvent the "Promotion" provision of this Agreement. When an employee fills a vacant position or exercises his bumping rights, he shall be paid the wage rate of said position. When an employee exercises such bumping rights, he will bump the least senior employee in another classification for which the employee has the present ability and qualifications to perform the work.

(c) Super-Seniority for Union Delegates. All delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall provided the employee can perform the work available.

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

(b) Newly-hired probationary Employees who have been laid off have no recall privileges.

14.7 Promotion or Transfer

(a) Bargaining unit seniority shall govern where skill and present ability to perform the new job are considered to be equal.

(b) An employee who is promoted shall serve the same probationary period on the new job as a new hire. If he is removed from the new job during the probationary period, he shall be returned to his former job at his former rate of pay, without loss of seniority or other benefits, excepting that if he is discharged his rights shall be subject to grievance and arbitration provisions of this Agreement.

14.8 The Employer shall provide to the Union and post once per year an updated seniority list.

14.9 It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together.

**ARTICLE 15
RESIGNATION**

15.1 Resignations must be submitted in writing to the department head in advance. Advance notice must be equal to the amount of vacation the employee is entitled to receive, but in no event may such notice be less than two (2) weeks.

15.2 Any employee with one (1) year or more seniority who resigns in accordance with the schedule in Section 1 or who is terminated without cause shall be paid his pro-rated vacation.

**ARTICLE 16
DISCHARGE AND PENALTIES**

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

16.2 The Employer will notify the Union in writing of any discharge or suspension within seventy-two (72) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within seven (7) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 2 of the grievance procedure.

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

**ARTICLE 17
GRIEVANCE PROCEDURE**

17.1 Definition. Should any grievance arise as to the interpretation of or alleged violation of this Agreement or sympathy strike, the employee or Employees affected or the Union shall process the grievance in accordance with the following procedure:

17.2 Step One: The employee or Employees affected and/or their Union delegate shall take the matter up with his Department Head within five (5) days of its occurrence, either directly or through a representative of the Union in an attempt to effect a satisfactory settlement. The Department Head shall have three (3) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or Union may within three (3) days after the Department Head's answer appeal to ---

Step Two: The grievance shall be reduced to writing and signed by the grievant and the Union and referred to the Administrator or his designee. The Administrator or his designee shall have three (3) days after receipt of the grievance to give his answer. If no satisfactory settlement is

reached within three (3) days after the Administrator's answer, the grievant or the

Union may appeal the matter to arbitration upon written notice to the Employer and the American Arbitration Association by registered mail within twenty-five (25) days (thirty (30) days in discharge or suspension cases) of the answer of the Administrator. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

17.3 Effect of Failure to Appeal. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitation set forth herein. Time is of the essence.

17.4 Effect of Settlement. The disposition of any grievance at any step of the grievance procedure by agreement between the Employer and the Union shall be final and binding on the employee, Employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all Employees and upon any person affected thereby.

17.5 Computing Time Limitations. Saturdays, Sundays, and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

17.6 Discharge/Suspension. An employee who has been discharged or suspended shall bypass Step One of the Grievance Procedure and file his grievance directly with the Administrator within five (5) days of the discharge or suspension. The grievance shall then be processed in accordance with Step Two of the Grievance Procedure.

An employee who is to be suspended or discharged shall have the right if he desires to have a Union delegate represent him.

The Union will be notified by the Home of the discharge of an employee within three (3) days of the discharge.

17.7 Class Grievance. A grievance which affects a majority of the bargaining unit which the Employer's representative designated in Step One lacks the authority to settle may initially be presented at Step Two by the Union representative.

ARTICLE 18 ARBITRATION

18.1 Authority of Arbitrator. The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

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

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

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

ARTICLE 19 PERSONNEL FILES

19.1 An employee, and his Union representative and/or delegate, upon request of the employee, may inspect the contents of his personnel file at reasonable times during normal business hours under the following terms and conditions:

- (a) He must make an appointment with the Personnel Department;
- (b) He will not be paid for the time inspecting his file;
- (c) Nothing may be removed from the file; and
- (d) Nothing may be written by the employee or his representative or delegate on any papers in the file.
- (e) The Employer reserves the right to be present during the inspection.

19.2 Any employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An employee who receives an overall evaluation of "poor" or "below average" shall have the right to pursue the validity of the evaluation through the grievance procedure.

19.3 All minor infractions on an employee's record shall be cleared after twelve (12) months, provided that the twelve (12) months' period shall be free of similar infractions.

ARTICLE 20 HEALTH AND WELFARE

20.1 The Employer shall make available to regular full-time Employees who regularly work at least thirty (30) hours a week, medical (including vision), dental and prescription

benefits on the same terms and conditions as provided to non-bargaining unit Employees of the Employer, as the plans may be amended from time to time by the Employer. In the event the Employer makes any changes in the Plans or its benefits or in the terms and conditions under which they are offered, it will notify the Union in advance. Any increases in premiums for medical, dental, or prescription benefits shall be paid seventy five percent (75%) by the Employer and twenty five percent (25%) by the employee.

ARTICLE 21 INSURANCE

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

21.2 Employees employed as of June 30, 2005, who retire at age sixty-two (62) and who have ten (10) or more years of service shall be provided with a term life insurance policy of Five Thousand Dollars (\$5,000.00).

21.3 The Employer shall provide long term disability insurance for all regular full-time Employees with one (1) year of service or more to an amount not to exceed sixty percent (60%) of an employee's salary for a maximum of two (2) years, Employees shall be eligible after being disabled for ninety (90) days and there shall be a cap of \$5,000/month.

21.4 The Employees who have another insurance plan available to them may determine to opt out of the Employer's provided Health Insurance plan. The full-time and part-time Bargaining Unit Employees who have other insurance plans available to them, and provide the Employer with written proof of such coverage, may choose to opt out of the Employers Health Insurance Plan and receive opt-out benefits as follows: (a) Full time bargaining unit employees shall receive a monthly amount \$125; (b) part time bargaining unit employees that are eligible for health benefits shall receive a monthly amount of \$60.

ARTICLE 22 PENSION

22.1 Effective July 1, 2011, the Employer shall be treated as a "new" Employer by the Pension Plan. For each employee who has completed at least one continuous year of service or 1,950 hours, the Employer shall contribute 4% of an employee's straight-time wages to the Union's Nursing Home and Health Care Employees Pension Plan. On January 1, 2018, for each employee who has completed at least one continuous year of service or 1,950 hours prior to January 1, 2018, the Employer shall contribute 3% of an employee's straight-time wages to the Union's Nursing Home and health Care Employees Pension Plan. Such payments by the Employer to the Pension Fund shall be made monthly based upon the previous month's payroll. This Plan will replace the Plan the Employees had before.

22.2 Such payments shall be used by the Trustees of the Pension Fund for the purpose of providing pension and retirement benefits for employees as the Trustees may from time to time determine.

22.3 The Pension Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust of the Pension Fund and any amendments thereof, which provide for equal representation by the Union and Employers contributing to said Pension Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding. The Employer hereby adopts and agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust, and any amendments thereof.

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

22.5 Such Pension 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.

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

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

22.8 Where contributions are not made when due, the Employer and its successors and assigns shall be obligated, from the due date on, to pay interest and liquidated damages on all past due contributions in an amount as determined by the Trustees, any costs, including legal fees, incurred by the Pension Fund in connection with collection of delinquent contributions and payments for the cost of payroll audits when such audits disclose deficiency of payments.

ARTICLE 23 VACATION

23.1 (a) Vacation is paid time off at an employee's regular straight-time rate. Length of service is determined from the first day of employment, or from the date of rehiring.

(b) Vacation may be taken throughout the year.

(c) Eligible Employees shall be entitled to accrued vacations each year with pay at their regular straight time hourly rate as follows:

One (1) year of service
(4) years of service

Ten (10) days
Four
Eleven (11) days

Five (5) years of service	Twelve (12) days
Six (6) years of service	Thirteen (13) days
Seven (7) years of service	Fourteen (14) days
Eight (8) years of service	Fifteen (15) days
Fifteen (15) years of service	Twenty (20) days

Employees employed as of June 30, 2005 shall have the option, after six (6) months of employment, of taking one (1) week (five (5) days) of the ten (10) days vacation which they will have earned after one (1) year of employment.

(d) Employees hired on or after July 1, 2011 shall be entitled to accrue vacations each year with pay at their straight time hourly rate as follows:

After One (1) Year of Service	Ten (10) Days
After Five (5) Years of Service	Thirteen (13) Days
After Fifteen (15) Years of Service	Fifteen (15) Days

23.2 Vacation schedules shall be established taking into account the wishes of the Employee and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

Vacation requests must be submitted to an employee's department head in writing on the form provided no less than thirty (30) days in advance.

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

23.4 Vacation pay shall be based upon the employee's regular rate of pay in effect on the first day of his scheduled vacation.

23.5 An employee shall be paid his vacation pay before starting his vacation, provided three (3) weeks' written notification has been given to the employee's department head of the employee's desire to receive vacation pay in advance.

23.6 (a) Absences due to maternity leave not exceeding six (6) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with more than one (1) year of service. If such absence extends into an employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an employee commences his vacation, the original vacation shall remain in effect.

(b) All involuntary absences as herein limited which exceed the aforesaid six (6) week period shall not be deemed nor considered as time worked in computing vacation pay and vacation pay for such Employees shall be pro-rated by relating the number of weeks actually worked during the vacation eligibility year with the number or days or week such employee would have contractually been entitled to had he worked the entire vacation eligibility year.

(c) All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation pay. Where an employee has been voluntarily absent, his vacation pay shall be pro-rated on a percentage basis, i.e. the period of time actually worked as that period relates to the period of vacation pay due him.

ARTICLE 24 HOLIDAYS

24.1 Each regular full-time employee on the active payroll, upon completion of his/her probationary period, shall be entitled to the following paid holidays at his/her regular straight-time rate within each calendar year:

New Year's Day (January 1)
Martin Luther King's Birthday
Independence Day (July 4)
Memorial Day

Labor Day
Norman Rayford Day
Thanksgiving Day
Christmas Day (December 25)
Personal Holidays (3) – one of
3 said personal holidays can be used
as an emergency day.

24.2 Eligibility is predicated on the conditions that:

(a) Such employee has satisfactorily completed his probationary period preceding the holiday involved; and

(b) Such employee works the Employer's entire scheduled work day immediately preceding and the Employer's entire scheduled work day immediately following the holiday (or substitute holiday), except for an absence approved by the Employer.

24.3 Any employee working on any holiday shall receive time and one-half (1 ½) of his regular straight time rate of pay for the hours worked. The Employer, at its option, shall give the employee another day off at his regular straight-time rate of pay within thirty (30) days prior to or after the holiday or holiday pay at his regular-straight time rate of pay.

24.4 If the holiday falls on an employee's day off or during an employee's vacation, the employee will receive the holiday pay.

24.5 An employee who is scheduled to work on any holiday and does not work shall receive no pay unless he presents a reasonable excuse acceptable to the Employer.

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

**ARTICLE 25
JURY DUTY**

25.1 A regular full-time employee who has completed his probationary period and who is called to serve on jury duty, shall be compensated to a maximum of three (3) weeks, by the Employer for the difference between his regular straight-time hourly pay for each regularly scheduled work day lost and the amount received as a juror's fee, provided the employee offers valid proof of such jury duty and proof of the amount received as juror's fee upon request of the Employer. Whenever an employee on jury duty is temporarily excused from such duty by the Court, on his scheduled work day, he shall advise his supervisor as promptly as possible, and stand ready to report to work, if requested to do so by the Employer. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Department Head and the Employer may request that the employee be excused or exempted from such jury duty if, in the opinion of the Employer, the employee's services are services which are essential to the Employer at the time of the proposed jury service.

**ARTICLE 26
FUNERAL LEAVE**

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

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

26.3 In the event of the death of an employee's parent, child, spouse, grandparent, or grandchild an employee shall be granted one (1) additional day off with pay provided it is necessary for such employee to travel five hundred (500) miles or more round trip to attend the funeral and provided further that the employee attends the funeral.

Where such employee has unused holiday time or vacation time credit, he may request another day off which shall be deducted from such employee's accrued but unused holiday or vacation time and provided such employee requests such time off before leaving work to commence his funeral leave.

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

ARTICLE 27
SICK LEAVE

27.1 Sick time is defined as an absence of an employee from work by reason of illness or non-work-connected accident which is not compensable under the Worker's Compensation laws of the Commonwealth of Pennsylvania.

27.2 (a) Beginning July 1, 2005, full-time Employees, upon completion of their probationary period, shall earn sick leave at the rate of one (1) day per month, up to a maximum of twelve (12) sick days per calendar year. On January 1, after one (1) year of employment, the employee shall be eligible for twelve (12) days per calendar year. Sick days earned by an employee during the year but not used shall be paid to the employee in a separate check in the pay period before Christmas. Sick leave shall be paid at straight time. All Employees on the payroll as of June 30, 2005 shall maintain all of their cumulative time as of January 1, 2005. Any time earned but not used in 2005 shall be paid to the employee, in a separate check in the pay period before Christmas. Employees may not use any accumulated time until all earned time in a given year has been used.

(b) Full-time Employees hired on or after July 1, 2011, after completion of their probationary period, shall accrue up to a maximum of seven (7) sick days per calendar year.

27.3 Employees may utilize up to three (3) full days of sick leave per year in blocks if no less than one-half (1/2) of a day for physician appointments with reasonable advance notice to the Home (seven days or more, except in case of an emergency).

27.4 Notification of Proof of Illness. To be eligible for benefits under this Article, an employee who is absent must notify the Employer two (2) hours prior to the start of their regularly scheduled shift. The Employer may require written statement of a physician hereunder for those Employees absent from work due to illness for more than three (3) consecutive and regularly scheduled work days. Employees who have been on sick leave also may be required to be examined by the Employer's doctor or his designee before being permitted to return to duty.

27.5 On-the-Job Injury. If an employee is injured during the course of any work day and reports the injury to the Employer on the day the injury occurs, the Employer agrees to pay the employee for time lost from his regularly scheduled work while receiving treatment in a clinic or hospital, if required. If, on the orders of a physician, an employee is kept in the hospital or sent home, said employee shall be paid for the balance of his/her work day at his/her appropriate rate of pay.

27.6 The Employer shall furnish to the Union the name of its Worker's Compensation insurance carrier and the policy number upon execution of this Agreement.

ARTICLE 28
UNIFORMS

28.1 Each full-time employee who has completed his probationary period shall receive an annual allowance of \$138.00 towards the cost of purchasing and maintaining uniforms. The

allowance shall be paid in the first period of January each year. The payment shall be pro rated for part-time Employees based on actual hours worked. The uniform allowance shall be paid to Employees in a separate check.

ARTICLE 29 TEMPORARY TRANSFERS

29.1 Employees may be temporarily transferred to other jobs in order to provide for efficient operation. When an employee performs work of one (1) hour or more in any day in a higher rated classification than that in which he is normally classified at the request of the Department Head, he shall be paid at the higher rate of pay for all hours actually worked in the higher classification.

ARTICLE 30 LEAVE OF ABSENCE

30.1 In a case of proven disability or illness (including disability caused by maternity), Employees who have been employed by the Home for twelve (12) consecutive months or more may make a written request for unpaid leave of absence for a maximum of twelve (12) months or the term of the disability, whichever is less. Failure to provide reasonable advance notice may be excused if the employee presents an excuse for not giving such notice which is acceptable to the Employer.

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

30.3 The Employer may require doctor certification in the case of any leave of absence, and any employee returning from a leave of absence for disability or illness must present a doctor's certificate that the employee is able to perform all the job duties normally performed in his classification.

30.4 Medical Leave of Absence. Unpaid medical leave of absence may be granted for a period of up to twelve (12) weeks because of a serious health condition that makes the employee unable to perform the functions of the employee's job, in accordance with the Employer's Family and Medical Leave Act (FMLA) policy, provided that said policy is consistent with Federal Law. In no event shall the Employer's policy or the requirements of the FMLA result in an employee losing any benefit presently enjoyed.

30.5 Family Leave. Unpaid leave of absence may be granted for a period of up to twelve (12) weeks for the birth of a son or daughter, to care for the newborn child, for the placement with the employee of a son or daughter for adoption or foster care or to care for the employee's spouse, son, daughter or parent with a serious health condition, in accordance with the Employer's Family and Medical Leave Act (FMLA) Policy, provided that said policy is consistent with Federal Law. In no event shall the Employer's policy or the requirements of the FMLA result in an employee losing any benefit presently enjoyed.

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

30.7 Leaves of absence for performance of duty with the U.S. Armed Forces or with a reserve component thereof shall be granted in accordance with applicable law.

30.8 Union Business. A leave of absence not to exceed three (3) terms of one (1) year each shall be granted to Employee with one (1) or more years of bargaining unit seniority in order to allow the employee to accept a full-time position with the Union, provided:

- (a) Such leave will not interfere with the orderly operation of the Home;
- (b) Such employee renews his request to the Home each year thirty (30) days prior to the expiration of the year then in progress; and
- (c) The Home may grant or deny such additional one (1) year leave upon the exercise of its reasonable discretion.

30.9 Upon return from an authorized leave of absence, the employee shall be placed in their previous classification and shift based on their classification seniority, provided their job still exists. In the event the job no longer exists, or they do not have the seniority to return to their former shift, they shall be offered another job or shift consistent with their classification seniority.

ARTICLE 31 SAFETY

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

ARTICLE 32 NO-DISCRIMINATION

32.1 The parties agree to continue their present practice of non-discrimination against or in favor of any employee on account of race, color, creed, national origin, political or religious belief, sex, age, or sexual preference. Neither the Union nor the Employer shall discriminate against any disabled employee provided such disability does not interfere with the performance of work responsibilities or duties.

ARTICLE 33 EFFECT OF LEGISLATION – SEPARABILITY

33.1 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 the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, as long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 34 MISCELLANEOUS

34.1 Employees shall be required to maintain their current address on file in the Employer's office. All notices to Employees will be considered as to have been properly sent if they are sent to the last address of record.

34.2 Bargaining Unit Work. Supervisors shall not do work normally performed by bargaining unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees.

An emergency is herein defined as any condition beyond the Employer's control or any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

34.3 Change of Starting Time. In the event that the Employer wishes to permanently change an employee's starting time, the Employer shall notify the employee in writing of such change two (2) weeks in advance. In the event that the Employer wishes to temporarily change an employee's starting time due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary, but the Employer will attempt to notify the employee as far in advance as possible. This provision shall not apply to probationary Employees.

34.4 Reporting Time. An employee who reports for work at the start of his regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of seven and one-half (7.5) hours pay at the regular hourly rate of pay or they may be assigned other work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other conditions or causes beyond the control of the Employer.

34.5 Unclassified Jobs. If the Employer should establish a new position or change the duties of any employee to such an extent that the employee's work does not fall within any classification covered by this Agreement and yet involves duties which render the employee subject to this Agreement, the wage rate of such employee shall be determined by negotiation between the Union and the Employer. Prior to the negotiation of the wage rate, the Employer, upon request, shall submit to the Union the description of the new position or change in the duties of the existing position.

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 the Home. 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.

34.6 The Employer will not be bound by any past practice, whether economic or not, which may exist at the Home, except as follows: (1) \$25 Gift Card at Christmas; (2) Turkey at Thanksgiving; (3) Food and a gift during Nurse's week; and (4) Free Parking.

34.7 Starting July 1, 2016, the Employer shall contribute to the Philadelphia Hospital & Healthcare – District 1199C Training and Upgrading Fund (hereinafter referred to as the "Fund"), a sum of equal to one and one-half percent (1.5%) of gross payroll of all Employees who are covered by this Agreement under Section 1.1(a) and who have completed their probationary period prior to July 1, 2016. Such monthly payments shall be due in the Fund office on or before the fifteenth (15th) day of each month and shall be based on the previous month's gross payroll.

34.8 The Employer shall give the first consideration for available full-time jobs to qualified part-time Employees with six (6) months or more of service in the department where the full-time job opportunity occurs.

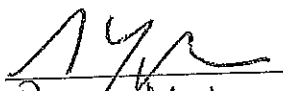
34.9 The Employer will pay 100% of the Employee's Hourly Rate for the first thirty (30) days of Light Duty, 90% of the Employee's Hourly Rate for the next thirty (30) days, and eighty percent (80%) thereafter.

ARTICLE 35 TERMINATION

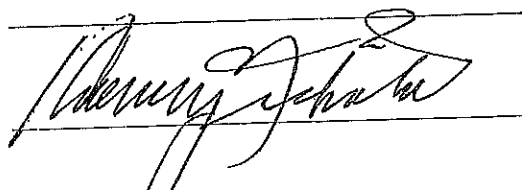
This Agreement shall go into effect July 1, 2015 and shall continue in full force and effect until midnight, June 30, 2019, and thereafter from year-to-year unless either party give written notice to the other ninety (90) days prior to the expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement; provided however this Agreement shall be re-opened on June 30, 2018 for issues related to health insurance only.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representation thereunto duly authorized.

KEARSLEY OPERATOR, L.P.


Barry Mink
VP of operations
9/2/15

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



SCHEDULE A WAGES

Starting Rates shall be as set forth below:

Effective Dates							
07/01/11	07/01/12	07/01/13	07/01/14	07/01/16	01/01/17	07/01/18	01/01/19

Hired Prior to June 30, 2005

C.N.A. , Restorative Aide, Personal Care Aid	13.79	14.20	14.63	15.07	15.26	15.45	15.60	15.76
Food Service Worker, Housekeeper, Laundry Worker, Receptionist	12.68	13.06	13.45	13.85	14.02	14.20	14.34	14.48
Floor Tech	13.68	14.06	14.45	14.88	15.07	15.25	15.41	15.56
Prep Cook	13.79	14.20	14.63	15.07	15.26	15.45	15.60	15.76
Cook	14.80	15.24	15.70	16.17	16.37	16.58	16.74	16.91
Chef	16.23	16.72	17.22	17.74	17.96	18.19	18.37	18.55
Maintenance Worker	15.00	15.45	15.91	16.39	16.59	16.80	16.97	17.14
Maintenance Mechanic	17.00	17.45	17.91	18.45	18.68	18.91	19.10	19.29

Hired After June 30, 2005; Prior to July 1, 2011

C.N.A. , Restorative Aide, Personal Care Aid	12.61	12.99	13.38	13.78	13.95	14.13	14.27	14.41
Food Service Worker, Housekeeper, Laundry Worker, Receptionist	11.03	11.36	11.70	12.05	12.20	12.35	12.48	12.60
Floor Tech	12.03	12.36	12.70	13.08	13.24	13.41	13.54	13.68
Maintenance Worker	12.69	13.07	13.46	13.86	14.03	14.21	14.35	14.49
Maintenance Mechanic	14.69	15.07	15.46	15.92	16.12	16.32	16.48	16.65

Hired After July 1, 2011; Prior to July 1, 2015

C.N.A. , Restorative Aide, Personal Care Aid	12.24	12.48	12.60	12.78	12.94	13.10	13.23	13.36
Food Service Worker, Housekeeper, Laundry Worker, Receptionist	10.81	10.97	11.13	11.30	11.44	11.58	11.70	11.82
Floor Tech	11.81	11.99	12.17	12.35	12.50	12.66	12.79	12.92
Cook	14.36	14.58	14.80	15.02	15.21	15.40	15.55	15.71
Maintenance Worker	12.31	12.49	12.68	12.87	13.03	13.19	13.33	13.46
Maintenance Mechanic	14.31	14.52	14.74	14.96	15.15	15.34	15.49	15.64
LPN's	24.00	24.36	24.73	25.10	25.41	25.73	25.99	26.25
Pool LPN's	27.00	27.41	27.82	28.24	28.59	28.95	29.24	29.53

For the duration of this Agreement, **all New Hire Starting Rates** shall be frozen and shall remain as listed above.

CNA SPECIALISTS

A. Upon promotion to CNA specialist, the CNA shall be paid one dollar (\$1.00) above the contract rate or receive a dollar (\$1.00) an hour increase of their rate whichever is greater. CNA specialists shall be selected by the employer under terms established by the employer including experience, skill and commitment to the facility.

RATIFICATION BONUS

- A. A Ratification Bonus of \$500.00 shall be paid to current full time employees who have completed their probationary period prior to July 1, 2015 and, provided such employees are still employed on or after December 1, 2015, they shall receive an additional \$500.00.
- B. A Ratification Bonus of \$250.00 shall be paid to part time employees who have completed their probationary period prior to July 1, 2015 and, provided such employees are still employed on or after December 1, 2015, they shall receive an additional \$250.00.
- C. On or after July 1, 2017, a Ratification Bonus of \$375.00 shall be paid to full time employees who have completed their probationary period prior to July 1, 2015 and, provided such employees are still employed on or after December 1, 2017, they shall receive an additional \$375.00.
- D. On or after July 1, 2017, a Ratification bonus of \$200.00 shall be paid to part time employees who have completed their probationary period prior to July 1, 2015 and, provided such employees are still employed on or after December 1, 2017, they shall receive an additional \$200.00.

DUES CHECK OFF

MEMBERSHIP APPLICATION/CHECK-OFF AUTHORIZATION

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date

DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
 1319 Locust Street, Philadelphia, PA 19107
 APPLICATION FOR MEMBERSHIP

Please print

Name _____ Date _____
 Address _____ Apt. _____
 City/State _____ Zip _____
 Employed at _____ Dept./Job Title _____
 Salary _____ Hrs. per week _____ Date Hired _____
 Work Phone _____ Home Phone _____

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

To: _____ (the Employer)
 You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION, is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 302© of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

EXHIBIT B

CONSCIENTIOUS OBJECTOR
CHECK-OFF AUTHORIZATION

DATE: _____

TO: _____

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by District 1199C, National Union of Hospital and Health Care Employees as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said Union, and to remit all such deductions so made to the following charity:

This contribution will be deducted from my pay and remitted to the charity no later than the tenth (10th) 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 will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at the address of 1319 Locust Street, Philadelphia, Pennsylvania 19107, of such termination, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

In addition to the foregoing, the undersigned hereby authorizes the Employer to deduct in twelve (12) equal monthly installments, the sum assessed by the Union against the undersigned, for fees incurred in connection with representation by the Union at all stages of the grievance procedure, including the reasonable customary fees of the Arbitration, arbitration fees, and the fees of the Union's attorney, as well as such other costs which the Union will assess in connection with that procedure.

Social Security Number _____

Clock Number _____

Department _____

Signature _____

Address _____

EXHIBIT C

CREDIT UNION CHECK-OFF
DISTRICT 1199C CREDIT UNION

PLEASE PRINT

NAME _____

SOC. SEC. NO. _____

ADDRESS _____

PHONE _____

CITY/STATE _____

ZIP CODE _____

EMPLOYED AT _____

JOB TITLE _____

DEPARTMENT _____

PER PAY PERIOD

AMOUNT OF DEDUCTION _____

SIGNED _____

Credit Union Check-Off Authorization

Effective Date _____

To: _____

(Name of Employer)

You are hereby authorized and directed to deduct from my wages or salary the sum of \$ _____ each pay period not to exceed ten percent (10%) of my wages of each pay period and to remit such deductions to the District 1199C Credit Union, or to any other credit union in which the Hospital participates (if I so designate), no later than the tenth (10th) day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the District 1199C Credit Union doing business in Philadelphia, PA, and in such latter event the same will be in full force and in effect until the loan from the District 1199C Credit Union has been paid in full.

Name _____

(print)

Address _____

Signature _____

~~EXHIBIT D~~
POLITICAL ACTION

Political Action - Protection for your future
District 1199C Political Action Fund Pledge

Please print

Name _____
Address _____ Phone _____
City _____ State _____ Zip Code _____
Employed at _____
Department _____ Job Title _____
Amount of Pledge _____ per month Social Security No. _____
Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check-Off Authorization

Date _____

To: _____
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ _____ per month, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. _____ Signature _____
Dept. _____ Home Address _____

August 4, 2014

Kearsley Home Holdings, L.P. ("Kearsley") and National Union of Hospital and Health Care Employees AFSCME, AFL-CIO and its Affiliate District 1199C (the "Union") desire to amend the Agreement (as hereinafter defined) as set forth herein.

As of January 1, 2014 and going forward, please be advised that vacation time as described in Section 23 shall be accrued based on straight-time worked and paid absences which shall be defined as vacation days, sick days, Holiday pay and personal days. Employees shall be capped at their maximum accrual as is laid forth in the CBA and vacation days shall be distributed on the employees anniversary dates.

The Parties hereby agree and confirm that the foregoing revision shall in no way be deemed to affect any period prior to January 1, 2014, as stated in the Agreement.

The Union hereby irrevocably and unconditionally releases, acquits and forever discharges and gives up any and all claims, rights and causes of action of any kind that the Union or any of its members had, has or may have against the Kearsley for any vacation balances prior to January 1, 2014 that may be due or owing as a result of the foregoing accrual.

Upon recalculating the vacation as described above, Kearsley will provide the Union with the updated employee balances and any requested records on how the updated balances were obtained.

Kearsley will respond to, address, and correct all vacation balance related questions with the exception of those that relate to the recalculation detailed above. The Union will bear the responsibility to educate its members on the items detailed in this agreement.

Entire Agreement. Except as expressly amended and modified hereby, the Agreement shall otherwise remain in full force and effect. This Amendment, together with the Agreement, is the complete understanding between the parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

Counterparts; Execution. This Amendment may be executed and delivered in any number of counterparts, each of which together shall constitute an original. This Amendment may be executed and delivered by facsimile signature or other reliable electronic means (including email of a PDF document).

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

Kearsley Operator LP

By: [Signature] 6/23/15
Barry Monk

National Union of Hospital Care
Employees, AFSCME, AFL-CIO and
its affiliate, District 1199C

By: [Signature] 6/23/15
