

COLLECTIVE BARGAINING AGREEMENT
by and between

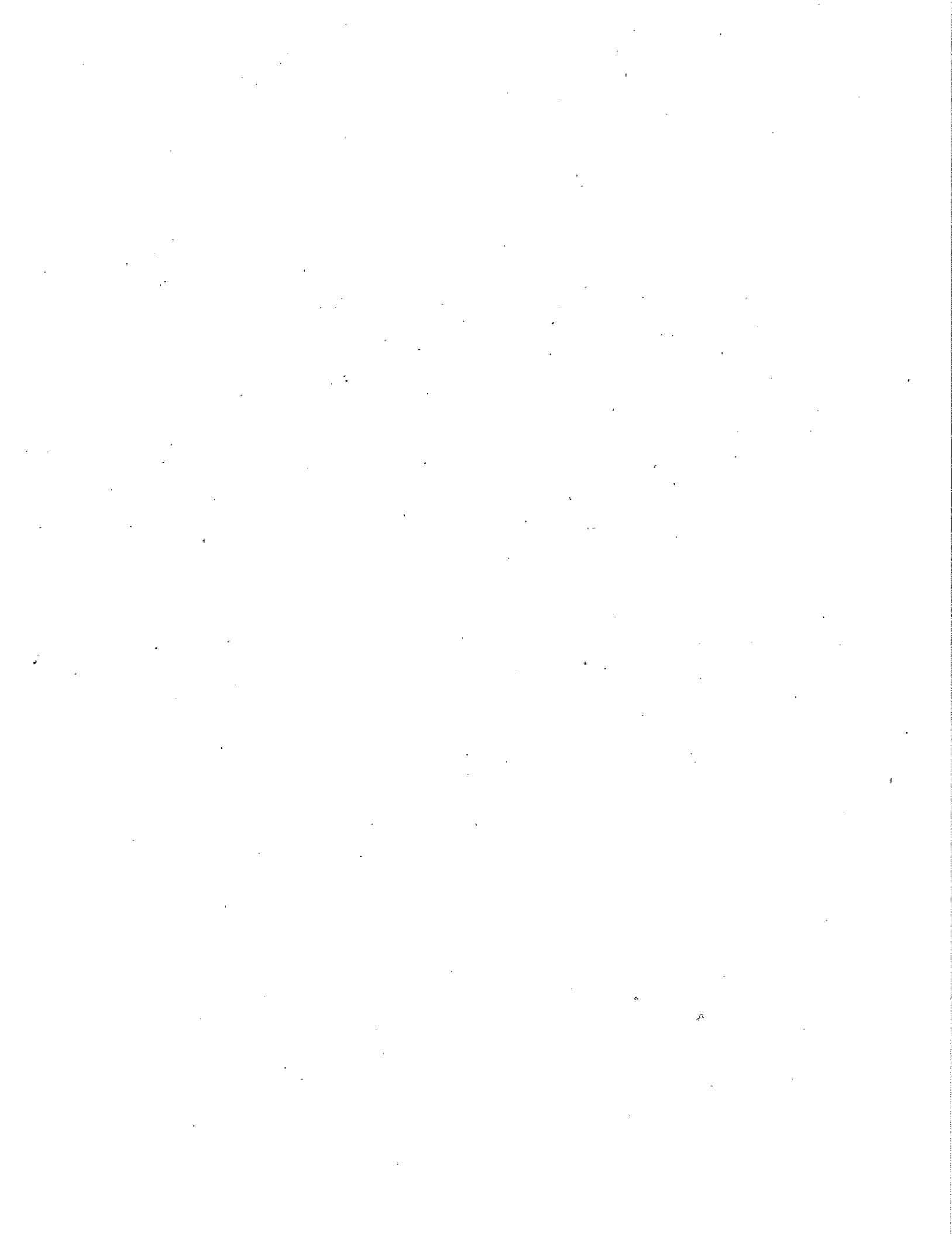
ST. MONICA CENTER FOR REHABILITATION & HEALTHCARE CENTER

and

LPN'S

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

November 3, 2014 – November 2, 2019



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AGREEMENT

AGREEMENT, made and entered into as of this 3rd day of November, 2014, by and between ST. MONICA CENTER FOR REHABILITATION & HEALTHCARE CENTER (hereinafter called the "Employer") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME AFL-CIO, and its affiliate DISTRICT 1199C (hereinafter called the "Union"), acting herein on behalf of the bargaining unit Employees of the said Employer, as hereinafter defined in the recognition clause, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH:

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

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

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

ARTICLE I RECOGNITION

1.1 (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regularly scheduled part-time and Pool Licensed Practical Nurses who work eight (8) hours or more per week and are employed by ST. MONICA CENTER FOR REHABILITATION & HEALTHCARE CENTER, at its 4th and Porter Streets, Philadelphia, PA location (hereinafter referred to as the "Facility").

(b) Excluded from the aforesaid bargaining unit are all other Employees, including the Director of Nursing, Administrators, Assistant Administrators, Assistant Director of Nursing, Department Heads, Unit Managers, Assistant Unit Managers, RNs, Director of Patient Services, Treatment Nurse (see Attachment A), temporary and casual employees, service and maintenance employees, guards and supervisors as defined in the National Labor Relations Act as amended.

1.2 Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement as defined in Article I, Section 1, hereof.

1.3 As used herein, whenever the pronouns he/him or the possessive forms thereof are used in this Agreement, it is understood that these words are used in the generic sense and shall include persons of the female sex.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The management of the Employer's institution and the direction of the working force are vested exclusively with the Employer. Except where expressly abridged by specific provision of this Agreement, it is distinctly understood and agreed that the Employer retains the sole right to hire, discipline, or discharge for just cause, layoff, promote, transfer, and assign its Employees; to permanently replace striking Employees who violate the no strike clause of this Agreement; to determine the qualifications of its Employees; to determine or change the starting and quitting time and number of hours worked; to determine the number and hours of a shift; to determine the number of employees for purposes of staffing; to promulgate and to change working rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, to discontinue, enlarge, or reduce a department, function or division; to assign or transfer Employees to other departments and shifts as operations may require, to contract out work; to decrease or discontinue operations in whole or in part; to change the nature or type of patients cared for, to hire temporary or part-time Employees; to introduce new or improved facilities; to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. In no event shall any rights, function, or prerogative of management ever be deemed or construed to have been modified, diminished, or impaired by a past practice or course of conduct of the Employer.

2.2 The Employer may introduce a change in the method or methods of operation that will produce a change in job duties and reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program, work force reduction or any program to be hereinafter undertaken by the Employer. There shall be no individual agreements between Employees and the Employer.

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

ARTICLE 3
GENERAL

3.1 The Employer and the Union acknowledge that, during 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 not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Most particularly, all of the wages and economic fringe benefits to be received by the Employees in the bargaining unit are to be set forth in this Agreement and the Union will not claim entitlement for any wages or economic fringe benefits not set forth in this Agreement. Furthermore, the Employer will not be bound by any past practice, whether economic or not, which may exist in the Facility. The Employer and the Union, for the life of this Agreement each voluntarily and unqualifiedly waive the right and both agree that the other shall not be obligated 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, whether or not such subject matter was within the knowledge or

contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 4 CHECK OFF

4.1 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 (1st) pay period following 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 fees shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation 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.

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

4.3 The Employer shall be relieved from making such "check-off" deductions upon: (a) termination of employment; (b) transfer to a job other than one covered by the collective bargaining Agreement; (c) layoff from work; (d) agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or 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 to making said deductions, except the deduction for terminated Employees. This provision, however, shall not relieve the Employee of the obligation to make the required dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

4.4 The Employer 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 receive sufficient wages to equal the dues or charitable deductions.

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

4.6 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "B," 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 amount specified in said authorization and remit same to the 1199C credit union, to the credit or account of said Employee.

4.7 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the implementation of the provisions of this Article, and the Union hereby agrees

that it will indemnify and hold the Employer harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligation of Union members or by reason of Employer's reliance upon any list, notice, request or assignment furnished under any of said provisions or by reason of any action taken or not taken by the Union.

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

4.9 The Employer agrees to make a payroll deduction once each calendar year from an Employee's pay for the District 1199C Political Action Fund upon 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 an Exhibit "A" This deduction shall be made only once a year for those Employees in the bargaining unit authorizing the deductions. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

4.10 An Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect that his historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join and remain a member of the Union as a condition of employment. Such Employee shall be required, as a condition of continued employment, to remit to either the Sickle Cell Anemia Foundation, the Lupus Foundation, or the American Cancer Society monthly a sum equal to the initial fee and regular dues of the Union as provided for herein. Such sum shall be checked off by the Employer from the Employees' pay at the same time and in the same amount as initiation fees and dues are and shall be remitted by the Employer to the charity designated by the Employee from the above list. Such designation shall be made in the form of a written authorization in the form annexed hereto as an Exhibit "A" to this document.

ARTICLE 5 NON-DISCRIMINATION

The parties agree not to discriminate against, or in favor of, any Employee on account of race, color, creed, national origin, political or religious belief, sex, sexual preference or age. 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 6
UNION SECURITY

6.1 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.

6.2 All Employees on the active payroll as of the effective date of this Agreement, who are not members of the Union, shall become members of the Union 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.

6.3 All Employees hired after the effective date of this Agreement shall become members of the Union no later than the first (1st) day of the pay period after the Employee has completed thirty (30) days of employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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

6.5 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 a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

6.6 The Union shall indemnify and save Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of Employer's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken by the Union. Furthermore, the Union is not the agent of the Employer and is therefore solely responsible for its actions.

ARTICLE 7
NO STRIKES, LOCKOUTS AND WORK STOPPAGES

7.1 Employees shall not engage in any strike, sympathy strike, slowdown, sit in, 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.

7.2 Neither the Employees, the Union nor any officers, agents or other representative 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. Moreover, it is agreed that no Employee shall have the right, during the term of this Agreement, to honor any picket line of whatever nature that may appear at the Facility. Regardless of the nature of or existence of any picket line, the Employee will be required to report to work as scheduled. Failure to do so, will result in discipline, up to and including discharge.

7.3 In the event of a violation of this Article, the Union shall notify, without delay, the Employees involved in said prohibited activities to immediately cease such and return to work or be subject to immediate discharge by the Employer.

7.4 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.

7.5 In the event of a violation of this Article, 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 that 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/her 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/she may deem appropriate to terminate such violation of this Article. 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 no lockouts as defined in Section 7.4.

7.6 Employees participating in any strike, sympathy strike, slowdown, sit in, sit down or work stoppage, picketing or any other concerted activities shall result in termination.

ARTICLE 8 UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

8.1 An authorized representative of the Union shall have reasonable access to the Facility to confer with the Employer, delegates of the Union and/or Employees for the purpose of dealing with issues arising under this Agreement. When a Union representative wishes to enter the Facility, he/she shall first notify the Administrator or person in charge regarding the Union's presence in order to receive permission to enter the Facility. Such Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. It is expressly understood by both parties that visit with Employees and/or delegates will only occur after reporting to and receiving approval of the Administrator, or in his/her absence, his/her designee.

8.2 When a delegate finds it necessary to investigate a grievance, he/she shall first secure the permission of his/her department head. In the event a grievance involves another Employee, the delegate must receive the permission of the other Employee's supervisor to meet with the Employee. In no event shall investigation of grievances interfere with the operation of the Facility or interfere with other working Employees not involved in the grievance. Furthermore, in no event

shall scheduled working time spent investigating a grievance exceed one half (½) hour in any eight (8) hour shift.

8.3 The Union agrees to furnish the Employer a written list of the delegates so designated and with any change in the list, which may be made from time to time. There shall be no non-working delegates. Delegates will be expected to meet the same and on-time requirements as any other Employee. There shall be one (1) delegate for every twenty-five (25) bargaining unit Employees, but in no event less than one (1) delegate per shift.

8.4 A Union delegate who wishes to attend the regular delegate assembly must notify the Administrator at least fifteen (15) working days prior to the meeting. Upon receiving the aforesaid fifteen (15) working days' notice, the Administrator shall adjust the delegate's work hours in order that the delegate may attend the meeting, provided however that the rescheduling of hours does not impair the operation of the Employer or cause the Employer to incur additional expenses.

8.5 The Employer shall provide one (1) bulletin board to be located near the time clock. It is understood that all postings will be placed in a neat and orderly fashion and remain the same at all times.

8.6 The Union agrees that the bulletin board will be used exclusively for posting Union notices. There shall be no other general distribution, or posting by Employees of pamphlets, advertising of political matters, notices or other kind of literature upon the Employer's premises without approval of the Employer.

8.7 The Employer will give one Delegate up to 3 days off with pay each contract year to attend Nursing Home seminars and Delegate retreats, provided written notice of the Delegate's absence is given to the Employer at least two full weeks before the first day of the absence.

ARTICLE 9 CLASSIFICATION OF EMPLOYEES

9.1 A full-time Employee is one who is regularly scheduled and works a minimum of thirty-six (36) hours per week up to forty (40) hours per week.

9.2 A regular part-time Employee is one who is regularly scheduled to work a minimum of twenty-four (24) hours per week up to thirty-seven and one-half (37 ½) hours per week.

9.3 A Pool employee has no set schedule and/or can be canceled by the Employee and/or Employer according to the rules established by the Employer.

9.4 Regular part-time Employees who work twenty-four (24) or more hours per week, shall be covered by the terms of the collective bargaining Agreement upon the completion of their probationary period and shall receive fringe benefits on a pro-rata basis on the basis outlined in each specific article.

9.5 A temporary Employee is one who is hired for a period of up to four (4) months and is so informed at the time of hire, or who is hired for a special project or to replace an Employee on leave or vacation. The said four (4) month period may be extended after the expiration of the initial four-month period, however, the Employee shall continue on temporary status, which will not exceed six (6) months.

9.6 Newly hired Employees shall be considered probationary for a period of ninety (90) calendar days.

9.7 At any time during the probationary period, the Employer may discharge any such Employee for any reason and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 10 HIRING

It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on job in the Employer. It is therefore agreed that the Employer shall utilize the Union's Employment Service for the recruitment and referral of qualified personnel, including part time and pool Employees working more than eight (8) hours for Employer permanent bargaining unit job vacancies as provided herein. The Employer agrees to notify the Union's Employment Service of all bargaining unit job vacancies, and shall afford the Service forty-eight (48) hours from the time of notification to refer applications. Such referrals will not be unreasonably denied.

ARTICLE 11 SENIORITY

11.1 Definition.

- (a) Seniority is defined as the length of time an Employee has been continuously employed by the Employer in the facility, as a Licensed Practical Nurse.
- (b) An Employee who is a member of the bargaining unit and who upgrades himself/herself will maintain seniority for vacation and sick accruals.

11.2 Accrual.

- (a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his most recent hiring.
- (b) Seniority shall continue to accrue:
 - (i) During an authorized leave of absence with pay;

- (ii) During a continuous authorized leave of absence without pay for no more than one hundred eighty (180) calendar days, provided that the Employee returns to work immediately following the expiration of such unpaid leave of absence;
 - (iii) During a period of continuous lay off not to exceed the lesser of twelve (12) months or the length of an Employee's continuous employment, if the Employee is recalled into employment. The Employer may in particular circumstances grant an extension of a leave of absence.
- (c) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employee, but should a temporary Employee become a permanent Employee, then his/her seniority shall be retroactive to the date of his most recent hiring.
- (d) Regular part-time Employees accrue seniority equal to one-half (½) that earned by a full-time Employee. If a regular part-time Employee has accumulated more full-time equivalent seniority than a full-time Employee, the regular part-time Employee or Weekend Employee shall be considered to have greater seniority as it applies to the terms of this Agreement.

11.3. Loss of Seniority. Seniority shall be lost when an Employee:

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Voluntarily terminates his/her employment by not reporting to work for three (3) consecutive scheduled work days unless the Employee provides an excuse acceptable to Employer;
- (d) Is laid off for a period of twelve (12) consecutive months or a period exceeding the length of the Employee's continuous service, whichever is less;
- (e) Fails to return following the end of a leave of absence, vacation or sick leave at the specified time when physically able to do so. The Employee must notify the Employer if he/she is unable to report to work on expiration of his/her Leave of Absence;
- (f) While on a leave of absence, takes another job during his/her normal working hours without written permission of the Administrator;
- (g) Fails to return following a disciplinary suspension;
- (h) Falsifies the reason for a leave of absence, whether such leave is paid or unpaid; or
- (i) Is absent due to a work-related injury or illness for two (2) or more years.

11.4 The Employer shall provide to the Union and post once per year an updated seniority list. Employees shall have two (2) weeks within which to raise objections following the date of posting. In the event the Employee fails to raise objections during the two (2) week period, said Employee shall have lost the opportunity to raise objections. An Employee on a leave of absence or vacation at the time the seniority list is posted shall have one (1) week from the date he/she returns to work within which to raise objection.

11.5 A seniority list will be posted by the Employer in January and July of each calendar year. A copy of each seniority list will be sent promptly by the Employer to the Union.

ARTICLE 12 DISCHARGE AND PENALTIES

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

12.2 The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension, respectively. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employee within five (5) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the Grievance and Arbitration procedures set forth in this Agreement, however commencing at Step 3 of the grievance process.

12.3 If the discharge of an Employee results from conduct relating to a patient and/or resident and the patient and/or resident does not appear at the arbitration, the arbitrator shall not consider the failure of the patient and/or resident to appear as prejudicial.

12.4 The term patient and/or resident for the purpose of this Agreement shall include those seeking admission and those seeking care or treatment, as well as those already admitted.

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

ARTICLE 13 RESIGNATION

13.1 Employees shall provide notice of resignation of at least two (2) weeks.

13.2 An Employee with at least one (1) year of service who gives notice of resignation, as provided above, shall be entitled to receive all vacation time earned on the effective date of the resignation. If notice is not given as provided above, the Employee shall not be entitled to such payment unless it was physically impossible to have given such notice.

**ARTICLE 14
LAYOFF**

- 14.1 In the event the Employer determines that a layoff is necessary, the following shall apply:
- (a) Temporary LPN Employees shall be the first ones laid off followed by LPN probationary Employees.
 - (b) After probationary LPN Employees, seniority shall apply.
- 14.2 Employees who are scheduled to be laid off shall receive two (2) weeks' notice or two (2) weeks' pay in lieu thereof.

**ARTICLE 15
RECALL**

- 15.1 In the event of a recall, Employees laid off shall be recalled in the inverse order of their layoff.
- 15.2 An Employee shall be eligible for recall during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an Employee's continuous employment.
- 15.3 Employees laid off during their initial probationary period have no recall privileges.

**ARTICLE 16
PERSONNEL FILES**

- 16.1 An Employee, and his Union representative and/or delegate, upon consent of the Employee, may inspect appropriate contents of his personnel file under the following terms and conditions:
- (a) He/she must make an appointment with the Human Resources Manager;
 - (b) He/she will not be paid for the time used in inspecting his/her file;
 - (c) Nothing may be removed from the file; and
 - (d) Nothing may be written by the Employee or his/her representative or delegate on any papers in the file.
- 16.2 Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to review and/or comment on such evaluation. The Employee shall have no right of access to the official confidential pre-employment file, including reference checks.
- 16.3 Minor infractions on an Employee's record shall be removed after twelve (12) months, provided that the twelve (12) month period shall be free of related infractions. A minor infraction is a violation that does not result in termination of an Employee, unless the infraction arises from incidents of patient abuse or rough handling, or racial or sexual harassment.

16.4 All disciplines that were on an employee's personnel record prior to the change of ownership relating to job performance and attendance issues will be removed and will not be used against the employee for progressive disciplines. An employee will start employment with the new Employer on a clean and clear discipline personnel record..

ARTICLE 17 GRIEVANCE PROCEDURE

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

Step One: The Employee or Employees affected and/or Union delegate shall take the matter up with the immediate supervisor within five (5) days of the occurrence, in an attempt to effect a satisfactory settlement. The supervisor shall have five (5) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant, and/or the Union, may within five (5) days after the supervisor's answer appeal to Step Two of the grievance procedure.

Step Two: The grievance shall be reduced to writing and signed by the grievant and the Union delegate and referred to the Department Head or his/her authorized representative. The Department Head or his authorized representative shall have five (5) days after receiving the grievance to give his/her answer. If no satisfactory settlement is reached, within five (5) days after the Department Head's answer the grievant or the Union may appeal the matter to Step Three of the grievance procedure.

Step Three: The grievant and the Union shall submit the written grievance to the administrator or his/her designee who shall have five (5) days in which to give his/her answer. If no satisfactory settlement is reached, the grievance may be appealed, except where expressly abridged by specific provisions of this Agreement, to arbitration by the Union upon written notice to Employer and the American Arbitration Association postmarked by certified mail within ten (10) days of the answer of the administrator except for cases of discharge when the demand for arbitration must be made within thirty (30) days of the notice of termination. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

17.2 Meetings. Meetings between representatives of the Union and the Employee to hear a grievance may occur during the Employee's working hours provided that:

- (a) It does not interfere with the operation of the facility.
- (b) All meetings will be limited to a maximum of one (1) hour in duration.

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, or prior to actual receipt of the decision of an arbitrator, by Agreement between the Employer and the Union shall be final and binding upon the Employer and all Employees as well as other persons who were involved and 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 Limitation. Saturdays, Sundays and/or Holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

17.6 Discharge. An Employee who has been discharged shall bypass Steps One (1) and Two (2) of the Grievance Procedure and file his grievance directly with the Administrator or in his/her absence his/her designee within five (5) days of the discharge. The grievance shall then be processed in accordance with Step Three (3) of the Grievance Procedure.

17.7 Class Grievance. A grievance that affects a majority of the bargaining unit, may initially be presented to Step Three (3) by the Union representative.

ARTICLE 18 ARBITRATION

18.1 Authority of Arbitrator. The arbitrator will make his/her findings and render his/her decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, vary, change or remove any terms of this Agreement or to determine that any provisions of this Agreement establish an implied limitation upon the Employer which is not herein specifically set forth. No Article, section, or subsection of this Agreement shall 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 American Arbitration Association and the arbitrator's fee shall be borne equally by the parties.

18.4 Retroactivity. Awards or settlements of the grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One (1) of the Grievance Procedure. The only exception is if the grievance concerns an error in the Employee's rate of pay; then 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 earned

during the period for which back pay is claimed, unless the compensation received was the result of employment prior to the date of the suspension or discharge.

ARTICLE 19 HOURS OF WORK

- 19.1 The normal workweek shall depend on the status of the employee.
- 19.2 An LPN who works an eight (8) hour shift will work a five (5) day week.
- 19.3 An LPN who works a twelve (12) hour shift will work a three (3) day week.
- 19.4 An LPN who works a weekend status will have a two (2) day workweek. (The weekend program will be abolished on January 5, 2015).

The above provisions shall not be construed as a guaranteed workday or workweek.

19.5 Employees working at least six (6) hours shall receive one (1) thirty (30) minute unpaid break and one (1) fifteen (15) minute paid break. The breaks and rest periods shall be scheduled by the Employer and shall not interfere with the efficient operation of the facility. Lunch and break times may be combined with the approval of the Supervisor.

19.6 Work schedules showing the Employee's shifts, workdays, and hours, shall be prepared and posted by Employer on departmental bulletin boards two (2) weeks in advance. Due to absences the Employer may be required to change schedules. Work schedules will be posted two (2) weeks in advance of assignments. Once posted the schedule shall not be changed without notifying the Employee affected.

19.7 In the event that the Employer wishes to change permanently an Employee's starting time, the Employer shall notify the Employee 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, the Employer will notify the Employees as far in advance as possible.

19.8 An Employee who reports for work at the start of his/her regularly scheduled shift without being notified not to report shall, in the event no work is available, be compensated by payment for time scheduled up to a maximum of two (2) hours pay at his hourly rate of pay or they may be assigned other work that they can perform at the applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or cause beyond the control of the Employer.

19.9 Employees may be entitled to every other weekend off with exception of full-time and regular Part-time employees whose regularly scheduled workweek includes weekend coverage and part-time Employees. Weekend Employees shall be required to work every weekend.

19.10 There shall be no deduction from an Employee's compensation for lateness of five (5) minutes or less. However, this grace period is limited to compensation only and shall not affect the Employer's right to discipline for lateness.

ARTICLE 20 SHIFTS

20.1 Assignments of shifts and the number of employees assigned to said shifts shall be made at the discretion of the Employer.

20.2 Employees may request to trade days off provided they do so within the same work week and provided it does not cost the Employer any additional money as overtime. All trades must be approved by the Department Manager or his/her designee with a minimum of seventy-two (72) hours advance notice.

It will be the responsibility of the Employee to arrange to trade days off.

20.3 In the event a new shift is established, the Employer will request volunteers. If no Employee volunteers, individuals will be selected for the shift based on seniority.

20.4 Part-time and pool bargaining unit Employees who desire additional hours of work must notify the person or persons responsible for scheduling of their interest to work additional hours. Additional hours shall be assigned to Employees based upon the needs of the Employer and the desires of the Employees.

ARTICLE 21 OVERTIME

21.1 Overtime shall be paid at time and one-half (1 ½) for all hours worked in excess of forty (40) hours of work in a given work week.

21.2 There shall be no pyramiding or duplicating of overtime.

21.3 The Employer will offer on an equitable rotating basis, overtime and, absent extenuating circumstances, shall not offer time to non-bargaining unit employees unless it has been first offered to members of the bargaining unit on this basis. The Employer shall implement a policy for employees to notify the employer of their interest in overtime and to implement the offering of overtime. The Employer may change such policy from time to time, as the Employer deems appropriate, and consistent with this section.

ARTICLE 22 WAGES

22.1 The term "Current Employees" as used in this Article 22 shall mean employees currently employed by the Employer who are currently members of the bargaining unit defined in Article 1 of this Agreement.

22.2 Wage increases/bonuses*: Eligible (those employees who commenced employment on November 3, 2014), non-probationary employees will be entitled to the following:

Effective July 1, 2015:	Bonus \$750
Effective May 1, 2016:	1.25% increase to wages
Effective March 1, 2018:	Wage reopener for wages and health insurance only. All other terms and conditions will continue in full force and effect.
Effective November 1, 2018:	1.25% increase to wages

* Bonuses will be paid on a pro rata basis.

22.3 The Pool LPN rate during the first year of this Agreement shall be \$27.19 per hour.

ARTICLE 23 SAFETY

23.1 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 regulations.

23.2 The Employer shall provide medical services and tests, as it deems necessary for assessment of possible exposure to hazards at the work site, at no cost to the Employee. The Employer agrees to provide each Employee's physician, upon written request by the physician, with a complete report of the result of any test or examinations given to him/her.

ARTICLE 24 PAID LEAVE

24.1 Bereavement Leave. In the event of the death of a regular full-time or regular part-time Employee's parent, spouse, grandparent, grandchild, child, brother, sister, stepparent, or stepchild, a regular full-time Employee who has completed his probationary period will be allowed up to twenty-four (24) hours off with pay at his/her regular base rate between the date of death and the date of the funeral, provided he/she attends the funeral. Bereavement leave of one day will be allowed in the event of a mother-in-law, a father-in-law, a brother-in-law or a sister-in-law. In the event the funeral is scheduled on a day that is not a regularly scheduled workday for the Employee, he/she shall not receive any pay for that day under this provision.

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

24.2 Jury Duty. A regular full-time Employee who has completed his/her probationary period and who is called (not volunteered) to serve on jury duty, shall be compensated by the Employer

for the difference between his/her base hourly pay for each regularly scheduled work day lost and the amount received as a juror's fee up to the number of hours that the Employee normally works per week, 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 a scheduled workday, he shall advise his supervisor as promptly as possible and report for work, if requested to do so by the Employer. The receipt of a subpoena or the notice to report for any jury duty must be reported immediately to the Administrator. The Employer may request that the Employee be temporarily excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are essential to the Employer at the time of the proposed jury service.

ARTICLE 25 SICK LEAVE

25.1 Sick leave is defined as an absence of an Employee from work by reason of illness or non-work connected accident and is not compensable under the Workmen's Compensation laws of the Commonwealth of Pennsylvania.

25.2 Such leave shall be earned by regular full-time Employees and regularly scheduled part-time Employees who work over twenty-four (24) hours per week. Eligible employees will earn one (1) day for every two (2) months of continuous service for a maximum of six (6) days each calendar year. Part-time employees earn sick leave on pro-rata basis based on hours worked the previous quarter.

Employees with at least two (2) years seniority may request up to six (6) days in advance in the event of a continuous medical absence that is not covered by accumulated sick leave. The Employee shall submit with his/her request to the Employer a written statement from a medical doctor certifying the Employee's illness and the length of absence. In the event the Employee's employment is terminated before he/she earns the advanced leave, the advanced but unearned leave shall be deducted from the Employee's last paycheck.

25.3 Pay for any day of sick leave shall be at the Employee's base hourly rate.

25.4 To be eligible for benefits under this Article, an employee on the day shift (7:00 AM - 7:00 PM) who is absent must notify the Employer three (3) hours prior to the start of his/her regularly scheduled shift. An Employee regularly scheduled to begin his/her shift after 2:59 PM who is absent must notify the Employer four (4) hours prior to the start of his/her regularly assigned shift.

The Employer may require the Employee to obtain written clarification from a physician or other proof of illness or injury hereunder for those Employees absent more than two (2) consecutive days in order to be eligible for sick leave. 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.

The Employer reserves the right to require a doctor's certificate in order for an Employee to receive sick leave with pay for absences of two (2) days or less for Employees with records of

repeated absences, with more than one (1) absence adjacent to a weekend (Monday or Friday), or a holiday or any other day when an Employee is paid, but did not work.

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

25.6 The Employer shall furnish to the Union the name of its workers' compensation insurance carrier and the policy number, upon the execution of this Agreement.

25.7 All aspects pertaining to workers' compensation shall be in compliance with the laws of the Commonwealth of Pennsylvania, except for the first seven calendar days following their injury. Any absence due to a promptly reported, legitimate work related injury will be reimbursed by the Employer within the first seven days up to a maximum of five (5) working days for the number of hours he/she is regularly scheduled to work at his/her base rate of pay.

25.8 If the disability extends beyond fourteen (14) calendar days, the Employee agrees to reimburse the Employer for any worker's compensation paid to the Employee for the first five (5) working days.

25.9 Any Employee returning to work on light duty shall receive their regular hourly rate of the job.

25.10 Pool nurses and/or per diem nurses receive no paid time off.

25.11 Buy-back: Employer will buy-back accrued and unused sick and personal days on or about December 15th of each year at 100% of the amount of accrued benefits.

Employees may roll-over these payments into contributions to the 401(k) plan.

Eligible employees will receive earned and accrued paid-time off from the previous owners at the rate it was earned while employed by the previous owner.

ARTICLE 26 HOLIDAYS

26.1 Each eligible full time and part-time Employee on the active payroll upon completion of his/her probationary period, shall be entitled seven and one-half (7 ½) hours of time off for the following paid holidays within each calendar year.

New Year's Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Day

Norman Rayford Day

One (1) Personal Day every twelve (12) months

Any employee, who prior to the effective date of the Agreement was regularly scheduled and worked eight (8) or twelve (12) hour shifts, will continue to receive holiday pay based on their scheduled shift. All other employees who do not work the Holiday will be paid for seven and one-half (7 ½) at his/her base rate.

26.2 Recognizing that the Employer operates every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the recognized holidays herein specified; however, the Employer agrees to make a reasonable effort to distribute holidays off on an equitable basis by job classification within a department. The current practice of alternating schedules (A and B holiday schedule) on holidays will be maintained.

26.3 Regular full-time Employees who are required to work on New Year's Day, Thanksgiving Day, Christmas Day, Memorial Day, Independence Day and Norman Rayford Day shall be paid double the Employee's regular straight time rate for hours worked.

Regular part-time Employees who are required to work on New Year's Day, Thanksgiving Day, Christmas Day, Memorial Day, Independence Day and Norman Rayford Day shall be paid one and one-half (1 ½) the Employee's regular straight time rate for hours worked.

26.4 In order to be eligible for holiday pay, an Employee must work the last scheduled working day before and the first scheduled working day after the holiday. An Employee who is scheduled to work on any holiday and fails to report for work shall receive no holiday pay, (nor an alternative day off with pay, and may be subject to disciplinary action) unless absent due to illness as evidenced by a physician's certificate. An Employee who works his/her full schedule on a holiday, unless released earlier by his/her supervisor, may take, at the option of the Employee, another day off within thirty (30) days before or 365 days after the holiday, or receive pay at his/her regular straight time rate.

26.5 Regular Part time employees who work between twenty-four (24) and thirty-seven and one-half (37 ½) hours per week will be given a prorated amount of holiday pay for each identified holiday.

26.6 If a holiday falls during an Employee's vacation, at the option of the Employer the vacation may be extended by one day or the Employee may be granted another vacation day mutually agreed upon by the Employer and the Employee.

26.7 In the event an Employee is required to work on any legal holidays specified herein, he/she will receive the holiday hours off with regular pay within thirty (30) days of the holiday, or an extra day's pay in lieu thereof, as determined by the Employer.

**ARTICLE 27
VACATIONS**

27.1 Those employees who commence employment on November 3, 2014 will be credited for prior years of service with the former operator of the Facility for purposes of vacation. Those employees will continue to receive vacation that they earned as of the date of the transfer of operations up to fifteen (15) days. All other employees will earn vacation based on continuous employment.

Any advancement in vacation will accrue as follows:

After one (1) year of continuous service	-	five (5) days
After two (2) years of continuous service	-	ten (10) days
After twelve (12) years of continuous service	-	fifteen (15) days

An Employee begins to accrue vacation hours upon hire date at the rate delineated above. An Employee is eligible to take vacation after completion of the ninth (9th) month of employment, subject to Paragraph 25.11. The Employee may carry over to the following vacation year one-half (½) of his/her annual entitlement, accrued prior to November 3, 2014, provided the total amount of accrued vacation does not exceed one and one-half (1 ½) times the Employee's annual entitlement.

27.2 Vacation schedules shall be established by the Employer taking into account the needs of the Employer and the wishes of the Employees.

27.3 The vacation eligibility year and/or vacation eligibility dates shall be based on anniversary date.

27.4 Vacation pay shall be based upon the Employee's base rate of pay in effect on the first (1st) day of his/her scheduled vacation.

27.5 An eligible Employee who resigns or is terminated will receive pay in lieu of accumulated unused earned vacation. The Employee who resigns must give two (2) weeks advance notice to receive pay in lieu of accumulated unused earned vacation. An Employee who has lost seniority pursuant to the terms of the seniority provision of this Agreement, and who has not received or taken earned vacation, shall receive accrued vacation earned but not taken as of the last anniversary date of hire of the Employee.

27.6 Employees shall not be required to make up weekends not worked due to vacations.

27.7 Vacation schedules for eligible part-time Employees shall be based upon hours actually worked, not to exceed full-time Employee vacation schedule.

27.8 Employees may take vacation in day intervals. These vacation days shall schedule in the same way as all other vacation.

27.9 All eligible full and part-time Employees shall earn sick and vacation time while out on any paid leave.

ARTICLE 28 UNPAID LEAVE

28.1 Employees who have completed their probationary period shall be eligible for unpaid leaves in accordance with the following:

- (a) Medical leave of absence covers Employees who cannot work due to non-occupational illness or injury and who are either not eligible for or have exhausted their earned paid sick leave, vacation or personal holidays. The maximum duration for which a medical leave may be granted is six (6) months for full time Employees and three (3) months for part time Employees.
 - (i) The Employer reserves the right to verify the reason for the Employee's absence and to confirm the medical opinion of Employee's private physician by having the Employee examined by the Employer's Employee Health Physician and prior to returning to work the Employer may require that the Employee be examined and given clearance to return to work by a physician.
 - (ii) Upon written request, a medical leave may be extended by the Employer, in its discretion for a period of up to three months. The request shall not be unreasonably denied.
- (b) Maternity leave of absence covers Employees who are physically unable to work due to pregnancy/delivery, and who are either ineligible for or have exhausted their earned paid sick leave, vacation, and personal holidays. Conditions for granting such leaves are the same as those for any general medical leave of absence.
- (c) Military leave will be granted to Employees entering active duty in the United States Armed Forces, as a result of enforced military training, emergency active duty call- up, and enlistment, if the enlistment is for an initial tour of duty. Any Employee actively serving in the United States Armed Forces, as a result of enforced military training or enlistment, if it is for an initial tour of duty, shall not lose his seniority status or any other benefits covered by the "Vietnam Era Veterans' Readjustment Assistance Act of 1974" providing the Employee meets the requirements spelled out by said Act.
- (d) Personal leave may be granted by the Employer to give an Employee time to resolve personal situations. Earned vacation time and personal holidays must be exhausted before the leave of absence begins. Such leaves are limited to a maximum of forty-five (45) calendar days and will not interfere with the operation of the Facility, and may be extended under extenuating circumstances acceptable to Employer.

- (e) Union business: A leave of absence for a period not to exceed one (1) year may be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full time position with the Union, provided such leave will not interfere with the operation of the facility. It is further understood that only one (1) Employee at any given time will be eligible for this type of leave in any given twelve (12) month period.

28.2 Except for an Employee who returns to work within 12 weeks after his first day of absence, an Employee shall not be guaranteed his previous position (shift and/or floor) upon returning from a leave of absence but any Employee on leave who wishes to return to work must so notify the Employer in writing at least three (3) weeks in advance of the expiration of the leave and every effort shall be made to place the returning Employee in the same or similar position (shift and/or floor). However, if such a position is not available, the Employee may be offered another position, if available, and if he possesses the skills, qualifications and ability as determined by the Employer. If a position (shift and/or floor) does not become available by the end of the leave, the Employee may exercise his/her rights under the lay-off provision of the contract.

28.3 Failure to notify the Employer shall result in forfeiture of consideration for any appropriate vacancy and result in termination at the conclusion of the leave.

28.4 The Employer shall continue medical benefits for full-time Employees on a leave of absence for a period of up to twelve (12) weeks. Full-time Employees on workers compensation leave shall receive medical benefits for a period of up to sixty (60) days. The Employer recognizes its obligations under the FMLA. Where the contract provides greater benefits and rights than the FMLA, they shall be upheld.

ARTICLE 29 HEALTH AND WELFARE

Those employees who are regularly scheduled and work thirty (30) hours per week are eligible to participate in the Employer's Healthcare Plan. Employee weekly contributions to insurance are as follows:

	PLAN A	PLAN B
Single coverage	\$140.00 per month	\$130.18 per month
Employee/Child or Children	\$352.56 per month	\$332.96 per month
Employee/Spouse	\$667.45 per month	\$396.01 per month
Family	\$1,053.53 per month	\$853.53 per month

The Employee will have the option to elect a Plan that meets its needs and must remain on the designated Plan until the annual renewal.

Any increase to the premiums in healthcare will be assumed fifty percent (50%) by the Employee.

The Facility reserves the right to change the healthcare provider by providing notice to the Employee thirty (30) days in advance of the change.

**ARTICLE 30
SAVINGS PLAN**

The Facility shall provide a 401(k) savings plan for eligible Employees. Except for those Employees who started on November 3, 2014, all other Employees are eligible after one (1) year of continuous service, shall be eligible to make voluntary contributions to the 401(k) Plan, and the Facility will match \$0.25 for every \$1.00 contributed by the Employee, up to a maximum of three percent (3%) of the Employee's yearly salary.

**ARTICLE 31
MISCELLANEOUS**

31.1 The Employer will provide Job descriptions to each Employee in the bargaining unit and the Union.

31.2 The Employer shall provide locker rooms for Employees.

31.3 The Employer shall provide an area in which Employees may take breaks.

31.4 As is currently the practice, all Employees must have on file with the Employer their current addresses and a telephone number through which they can be reached. It is the responsibility of Employees to provide current addresses and telephone numbers. The Employer may rely on the said addresses and telephone numbers in notifying Employees as called for pursuant to the terms of this Agreement and the Employer will not be liable for any damages or pay in the event the Employer cannot contact said Employee at the most recently provided address or telephone number of the Employee on file with the Employer.

31.5 In the interest of resident and patient care Supervisors shall not be able to do work normally performed by bargaining unit Employees unless there is an emergency (e.g. short staffing).

31.6 This Agreement shall in no way prevent the Employer from purchasing or building additional nursing homes and/or entering into management contracts covering other homes, and this Agreement shall in no manner have any effect upon such other homes or management contracts.

31.7 All payroll errors equaling four (4) hours or more shall be corrected within twenty-four (24) hours of the Employer being notified of the error. Payroll errors of less than four (4) hours will be corrected and paid in the next regularly scheduled paycheck.

31.8 The Employer shall make payroll deductions each month from the paycheck of any Employee who submits written authorization to the Employer for contribution to the Union's Political Action Fund. The deductions shall be made on a monthly basis and remitted to the 1199C Political Action Fund.

The Union shall indemnify and save Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by Employer for the purpose of complying with any of the provisions of this Section or any other provisions of this Agreement relating to the withholding of sums for contribution to the Union or its Trust or Political Action Funds. Furthermore, the Union is not the agent of the Employer and is therefore solely responsible for its actions.

31.9 [Reserved.]

31.10 Pool Employees receive no benefits except wages.

31.11 Employees are provided free parking, as long as space permits.

31.12 When the uniform policy is implemented by the Facility, any Employee that is required to wear a uniform will be provided two (2) sets of uniforms upon completion of ninety (90) days of continuous employment and two (2) additional sets after every anniversary of his/her employment. Employees are required to work dressed in their uniform, if appropriate.

ARTICLE 32 TRAINING AND UPGRADING

The Employer shall continue to reimburse LPNs for approved courses in accordance with the Employer's Educational Assistance Policy.

ARTICLE 33 EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now and 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 of America 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 provisions of this Agreement shall continue in full force and effect.

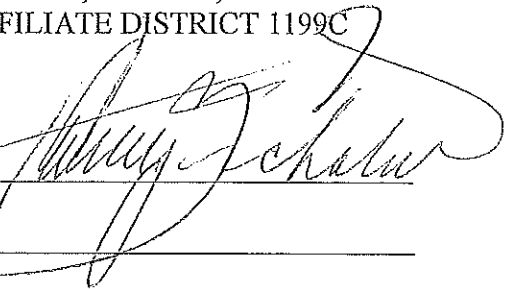
**ARTICLE 34
TERMINATION**

This Agreement shall go into effect November 3, 2014 and shall continue in full force and effect until midnight on November 2, 2019, and thereafter from year to year unless either party gives written notice to the other, ninety (90) days prior to the expiration date, or of any succeeding yearly expiration date, of a desire to negotiate with respect to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective authorized representatives on the date indicated.

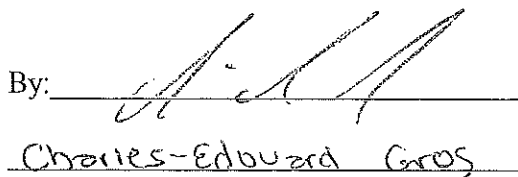
NATIONAL UNION OF HOSPITAL AND
HEALTHCARE EMPLOYEES,
AFSCME, AFL-CIO, AND ITS
AFFILIATE DISTRICT 1199C

By: _____



ST. MONICA MANOR FOR
REHABILITATION &
HEALTHCARE CENTER

By: _____



Charles-Edouard Gros

SIDE LETTER

Employees will receive earned and accrued paid time off from the previous owner at the rate it was earned.

Vacations. Employees on the payroll on the first day of operations will be credited for prior years of service for purpose of vacation. Those employees will be and continue to receive vacation that they earned prior to the transfer of operation.

Severance Pay. Current employees may voluntary elect severance pay for those positions being eliminated consistent with the agreement reached between buyer and seller.

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

By: 

Name:

ST. MONICA CENTER FOR
REHABILITATION & HEALTHCARE
CENTER

By: 

Name: Charles-Edouard Gros

EXHIBIT "A"
INSERT UNION DUES CHECK OFF FORM
AND 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, AFSCME, AFL-CIO
 1319 Locust Street, Philadelphia, PA 19107

APPLICATION FOR MEMBERSHIP

Please print

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

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

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

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

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

This authorization is made pursuant to the provisions of applicable law including Section 302(c) of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

Dept. _____ Signature _____

Address _____



EXHIBIT "B"
INSERT CONSCIENTIOUS OBJECTOR CHECK OFF

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 shall be deducted from my pay and remitted to the charity 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, whichever is sooner, and shall, 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, PA, 19107 of such termination, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Name: _____

Social Security Number: _____

Clock No.: _____

Department: _____

Signature: _____

Address: _____

ATTACHMENT B

EXHIBIT "D"
INSERT POLITICAL ACTION FORM

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 year _____ Soc. Sec. 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 year, 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 _____



EXHIBIT
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 shall be deducted from my pay and remitted to the charity 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, whichever is sooner, and shall, 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, PA, 19107 of such termination, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Name: _____

Social Security Number: _____

Clock No.: _____

Department: _____

Signature: _____

Address: _____

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

PLEASE DO NOT WRITE IN ABOVE SPACE--FOR OFFICE USE ONLY

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

APPLICATION FOR MEMBERSHIP

Please print

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

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

To: _____ (the Employer)
 You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and to remit the same to my membership dues and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to meet my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my wages or my checks as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery of this check-off authorization to the current Agreement between the above-named EMPLOYER and the UNION, or, if no such agreement is in effect, upon the present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of each applicable collective agreement between the EMPLOYER and the UNION, whichever occurs earlier, 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(d) of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

Dept. _____ Signature _____

Address _____

Revised 9/00



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 _____ Soc. Sec. 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 _____



