

COLLECTIVE BARGAINING AGREEMENT
by and between

ST. MONICA CENTER FOR REHABILITATION & HEALTHCARE CENTER

and

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 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, 9-25 Ailing Street, 4th Floor, Newark, New Jersey 07102, and its affiliate DISTRICT 1199C, with its offices at 1319 Locust Street, Philadelphia, Pennsylvania (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 and those who pay for their care 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 1 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 (who regularly work fifteen (15) hours or more per week) service and maintenance Employees, including certified nurse aides, recreation leader, food service worker, cooks, environmental service aides, plant operation technicians, linen aides and unit clerks, employed by ST. MONICA CENTER FOR REHABILITATION AND 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, professional Employees and technical Employees including, but not limited to registered nurses, LPN's, LGPN's, occupational therapists, recreational therapists, office clerical Employees, guards, supervisory, confidential, executive and managerial Employees, temporary and casual Employees and per diems 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.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The management of the Employer's institution and the direction of the working force is 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 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 the past practice or course of conduct of the Employer.

2.2 The Employer may introduce a change in the method or methods of operation which 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 hereafter undertaken by the Employer.

2.3 There shall be no individual Agreements between Employees and the Employer.

2.4 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 unqualifiably 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 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 5 NO STRIKES, LOCKOUTS AND WORK STOPPAGES

5.1 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.

5.2 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.

5.3 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 Employer.

5.4 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.

5.5 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 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/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 4.

5.6 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 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 CHECK-OFF

7.1 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 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.

7.2 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.

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

7.4 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 join or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union shall not be required to join and remain a member of the Union as a condition of employment.

7.5 Such Employees shall be required as a condition of continued employment, to remit either to the Lupus Foundation, 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 for herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time in the same amount as initiation fees and dues are and remitted by the Employer to the charity. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B."

7.6 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 resume the obligation of making said authorized deductions except the 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 payments pursuant to the Union Constitution in order to remain in good standing, except as provided in Sections 4 and 5.

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

7.8 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. 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 5 hereof, together with the amount deducted for each Employee.

7.9 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 (1st) 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. It is understood that such check-off remittance shall be made by the Employer whenever feasible.

7.10 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.

7.11 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.

7.12 The Employer agrees to make a payroll deduction once each 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 deductions to District 1199C by separate check.

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 for same. Such visits shall not interfere with patient care or the efficient operation of the Facility. The 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 visits 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 The Employer will give up to five (5) Union delegates up to three (3) paid days off 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 (2) full weeks before the first day of absence.

8.5 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.

8.6 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.

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 of other kind of literature upon the Employer's premises without the approval of the Employer.

ARTICLE 9 CLASSIFICATION OF EMPLOYEES

9.1 A full-time Employee is one whose regular schedule averages thirty-seven and one-half (37 ½) hours per week.

9.2 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 the probationary period and shall receive fringe benefits on the basis outlined in each specific article.

9.3 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 and such Employee shall become a member of the Union after the expiration of the initial four month period; however, the Employee shall continue on temporary status which will not exceed six (6) months.

9.4 Any Employee whose regular work schedule is less than fifteen (15) hours per week shall not be covered by this Agreement.

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

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 SENIORITY

10.1 Definition.

- (a) Bargaining unit seniority is defined as the length of time an Employee has been employed in any capacity by Employer in the Facility.
- (b) Classification seniority is defined as the length of time an Employee has worked continuously in a specific job classification within a department.

10.2 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/her most recent hiring.
- (b) Bargaining unit seniority and classification shall 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 seniority shall be retroactive to the date of his/her most recent hiring.

- (d) Part-time Employees shall accrue seniority equal to one-half (½) that earned by a full-time Employee. If a part-time Employee has accumulated more full-time equivalent seniority than a full-time Employee, the part-time Employee shall be considered to have greater seniority as it applies to the terms of this Agreement.

10.3 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 L.O.A.;
- (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; or
- (i) is absent due to a work-related injury or illness for two (2) or more years.

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

10.5 A seniority list will be posed 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 11 LAYOFF

11.1 In the event the Employer determines that a layoff is necessary, the following shall apply:

- (a) reduction in force shall be by job classification.
- (b) temporary Employees within the classifications shall be the first ones laid off followed by probationary Employees within the classification - all of whom classification seniority shall not apply to.
- (c) after probationary Employees, classification seniority shall apply as spelled out herein for purposes of layoff.
- (d) the bargaining unit Employees shall be given the option to displace a non-bargaining unit Employee working less than twenty (20) hours per week in that classification provided he/she has more or equal departmental seniority in the affected classification.

11.2 An Employee who is to be laid off may bump into a position declared vacant by the Employer, or a position filled by a probationary or temporary Employee, or a position filled by an Employee with less bargaining unit seniority, if the Employee has the present experience, ability and skills, as well as qualifications, as determined by the Employer, to perform the work.

11.3 Employees who are scheduled to be laid off shall receive two (2) weeks' notice or two (2) weeks' pay in lieu thereof.

ARTICLE 12 RECALL

12.1 In the event of a recall, Employees laid off shall be recalled by job classification in the inverse order of their layoff. If a vacancy occurs in a job classification where no laid off Employee has recall rights in that classification, laid off Employees, based upon their bargaining unit seniority, shall be given next consideration, provided in the opinion of the Employer, they have the qualifications, skill and present ability to perform the work when recalled to a classification different from the one he/she held at the time of his/her layoff, which decision by the Employer shall not be subject to the grievance and arbitration provision of this Agreement. When an Employee is recalled to a job other than his/her regular job and which he/she is qualified to perform, he/she shall receive the rate of pay for the job which he/she is to perform and will be considered a probationary Employee.

12.2 An Employee shall be eligible for recall during a period 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. Employees laid off during their initial probationary period have no recall privileges.

ARTICLE 13 PROMOTION OR TRANSFER

13.1 When the Employer determines that a vacancy in a bargaining unit job occurs, the Employer shall have discretion in determining the most qualified and able applicant to fill the

vacancy. In case of promotion and transfers, consideration shall be given to an Employee with the most bargaining unit seniority provided the Employer determines that he/she possesses the highest qualifications as well as the ability and skills to perform the duties of the position. The Facility will post all positions for a minimum of five (5) days excluding Saturdays, Sundays and holidays before filling a position.

13.2 The Employer has the right to determine the qualifications of Employees for promotional purposes.

13.3 An Employee who is promoted shall serve the same probationary period the new job as a new hire.

13.4 An Employee shall not exercise his/her promotional opportunity more than once in twelve (12) months.

13.5 When an Employee is permanently transferred or promoted, such Employee shall be paid the rate of the job to which he/she has been transferred or promoted.

ARTICLE 14 PERSONNEL FILES

14.1 An Employee, and his/her Union representative and/or delegate, upon consent of the Employee, may inspect appropriate contents of his/her 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.

14.2 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.

14.3 The Employee shall have no right of access to the official confidential pre-employment file, including reference checks.

14.4 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.

14.5 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 15 GRIEVANCE PROCEDURE

15.1 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 designee who shall have five (5) days in which to give his 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 registered mail within thirty (30) days of the answer of the administrator. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

15.2 Meetings. Meeting 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) hours in duration.

15.3 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.

15.4 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.

15.5 Computing Time Limitation. Saturdays, Sundays and Holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

15.6 Discharge. An Employee who has been discharged shall bypass Steps One (1) and Two (2) of the Grievance Procedure and file his/her 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. The Union will be notified by the Employer that a discharge has occurred within seventy-two (72) hours of said discharge. Also, the Union will be notified by the Employer that a suspension has occurred within seventy-two (72) hours of said suspension.

15.7 Class Grievance. A grievance which affects a majority of the bargaining unit, job classification, and/or shift which the Employer's representative designated in Steps One (1) and Two (2) lacks the authority to settle, may initially be presented to Step Three (3) by the Union representative.

ARTICLE 16 ARBITRATION

16.1 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.

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

16.3 Expenses. The expenses of American Arbitration Association and the arbitrator's fee shall be borne equally by the parties.

16.4 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 normally scheduled hours at the institution that the aggrieved Employee(s) may have received during the period for which back pay is claimed.

ARTICLE 17 HOURS OF WORK

17.1 The normal work week shall consist of thirty-seven and one-half (37 ½) hours per week, and the normal work day shall consist of eight (8) hours per day, inclusive of an unpaid one-half (½) hour lunch break scheduled by Employer. The above provisions shall not be construed as a guaranteed work day or work week.

17.2 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.

17.3 Work schedules showing the Employee's shifts, work days, and hours, shall be prepared and posted by Employer on departmental bulletin boards two (2) weeks in advance.

17.4 In the event that the Employer wish 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 attempt to notify the Employees as far in advance as possible.

17.5 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 of a total of two (2) hours pay at his/her 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.

17.6 Employees may be entitled to a minimum of every other weekend off with exception of full-time Employees whose regularly scheduled work week includes weekend coverage and part-time Employees.

17.7 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.

17.8 Employees who work an average of seventy-two (72) hours every two (2) weeks over a

continuous three (3) month period shall be considered full-time as it relates to benefits.

ARTICLE 18 SHIFTS

18.1 Assignments of shifts shall be made at the discretion of the Employer.

18.2 Employees may request the trade of 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 designee with a minimum of seventy-two (72) hours advance notice.

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

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

ARTICLE 19 OVERTIME

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

19.2 There shall be no pyramiding or duplicating of overtime.

19.3 The Employer will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees, within a classification, whenever possible.

ARTICLE 20 WAGES

20.1 The term "Current Employees" as used in this Article 20 shall mean employees currently employed by the Employer who are currently members of the bargaining unit defined in Article 1 of this Agreement.

20.2 All current employees who continue to be employed on the first day of operations for the new operator (November 3rd) will continue to receive same hourly base rate of pay.

All other employees will have a starting rate as follows:

CNAs	-	\$11.00
COOK	-	\$10.50
ALL OTHERS	-	\$9.50

20.3 Wage increase/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.

**ARTICLE 21
UNPAID LEAVE**

21.1 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.

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.

Upon written request, a medical leave may be extended by the Employer, in its discretion, for a period of up to three (3) 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 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 the 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 12 month period.

(f) Educational Leave. A union member who has been accepted for training under the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund will be given an unpaid leave up to and including the final day of training. The employee will be returned to the last position held.

21.2 Except for an Employee who returns to work within twelve (12) weeks after his/her first day of absence, an Employee shall not be guaranteed his/her previous position 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. However, if such a position is not available, the Employee may be offered another position, if available, and if he/she possesses the skills, qualifications and ability as determined by the Employer. If a position 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.

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.

21.3 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 22 SAFETY

22.1 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.

22.2 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 results of any test or examination given to him/her.

**ARTICLE 23
PAID LEAVE**

23.1 Bereavement Leave. In the event of the death of an Employee's parent, spouse, grandparent, grandchild, child, brother or sister, mother-in-law, father-in-law, step-parent, step-child, step-brother or step-sister, an Employee who has completed his/her probationary period will be allowed up to three (3) regular scheduled days off with pay at his/her regular base rate between the date of 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/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.

23.2 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 base 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/her scheduled work day, he/she 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 24
SICK LEAVE**

24.1 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 Workers' Compensation Laws of the Commonwealth of Pennsylvania.

24.2 Such leave shall be earned by regular full-time Employees at the rate of one (1) day every two (2) months of continuous service totaling six (6) days per year. After the Employee has completed his/her probationary period retroactive to the date of hire, Employees with at least two (2) years of seniority may request up to six (6) days in advance in the event of a continuous medical absence which 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 she earns the advanced leave, the advanced but unearned leave shall be deducted from the Employee's last paycheck.

Part time Employees who are regularly scheduled to work a minimum of twenty-four (24) hours per week will have an annual sick leave entitlement which is equal to one (one-half) (1/2) the rate of that for a full time Employee.

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

24.4 To be eligible for benefits under this Article, an Employee who is absent must notify the Employer prior to the start of their regularly scheduled shift in accordance with the following:

Starting times between 6:00 A.M. and 12:00 Noon:	Two (2) hours advance notice
Starting times after 12:00 Noon:	Three (3) hours advance notice

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.

An Employee may use up to six (6) days of earned sick leave per calendar year for the illness of a dependent child, parent, or current spouse.

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

24.6 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.

24.7 All aspects pertaining to Workers' Compensation shall be in compliance with the laws of the Commonwealth of Pennsylvania, except for the first seven (7) calendar days following the injury. Any absences due to a promptly reported legitimate work related injury will be reimbursed by the Employer within the first seven (7) calendar 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.

24.8 If the disability extends beyond fourteen (14) calendar days, the Employee agrees to reimburse the Employer for any Workers' Compensation paid to the Employee for the first five (5) working days.

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

24.10 Employees may elect to receive 100% of earned and unused sick time and personal day to be paid out no later than December 15th of each year.

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

ARTICLE 25 HOLIDAYS

25.1 Each full time Employee on the active payroll, upon completion of his/her probationary period, shall be entitled to the following paid holidays within each calendar year:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Norman Rayford Day
One (1) Personal Day every twelve (12) months	

Regular Part time employees who work between twenty-four (24) hours per week will be given a prorated amount of holiday pay for each identified holiday.

Holidays will be observed on the day they are officially recognized.

25.2 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.

25.3 Each full-time Employee not scheduled to work on a recognized holiday shall be paid the number of hours he/she is regularly scheduled to work at his/her base rate of pay.

25.4 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.

Any employee who does not work the Holiday will be paid for seven and one-half (7 ½) at his/her base rate.

25.5 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, an 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 supervisor, may take, at the option of the Employee, another day off within 30 days after the holiday, or receive pay at his regular straight time rate.

ARTICLE 26 VACATIONS

26.1 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.

26.2 Vacation schedules shall be established by the Employer taking into account the needs of the Employer and the wishes of the Employees. Classification seniority will govern where more than one Employee requests the same vacation period.

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

26.4 Vacation pay shall be based upon the Employee's base rate of pay in effect on the first day of his scheduled vacation.

26.5 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.

26.6 Part time Employees who are routinely scheduled to work a minimum of twenty-four (24)

hours per week will have an annual vacation entitlement which is equal to one-half (.5) the rate of that for a full time Employee with comparable responsibilities and length of service.

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

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

**ARTICLE 27
HEALTH INSURANCE**

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 28
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, which may include earned and accrued sick time pursuant to Article 24.10, 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.

Eligible Employees (defined as those employees who worked for the previous operator, immediately commenced employment with the Facility on November 3, 2014, and remain employed with the Facility and in good standing, with no disciplinary action) will be eligible for a death benefit of \$10,000.00.

All decisions relating to this Plan, including but not limited to the eligibility of employees, vesting, amounts of Facility contribution, if any, benefits, additions, deletions, amendments, and/or modifications to the Plan remain exclusively those of the Facility and the Plan Administrators of such Plan.

ARTICLE 29 MISCELLANEOUS

29.1 Job descriptions may be provided by the Employer to each Employee in the bargaining unit and the Union.

29.2 The Employer shall provide locker rooms for Employees.

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

29.4 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.

29.5 Supervisors shall not do the work normally performed by bargaining unit Employees exclusively, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies or where the normal duties of supervisors overlay the duties of Employees. An emergency is herein defined as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions, or to other conditions beyond the Employer's control.

29.6 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.

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

29.8 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. If the Parties are unable to agree on a wage rate, the matter shall be submitted

to arbitration. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position or change in the duties of the existing position.

29.9 The Employer shall deduct five dollars (\$5.00) a year from the paycheck of any Employee who submits written authorization to the Employer for contribution to the Union's Political Action Fund. The Employer shall submit such sums 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.

29.10 [Reserved.]

29.11 Uniforms. Any employee that is required to wear a uniform will be provided two (2) sets of uniforms upon completion of ninety days of continuous employment and two (2) additional sets after every anniversary of his/her employment. Employees are required to work in their uniforms.

ARTICLE 30 TRAINING AND UPGRADING FUND

30.1 The Employer shall not make any contributions to the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund (hereinafter called the "Fund") through November 3, 2016. On November 3, 2016, for all eligible employees, the Employer will contribute 1.5% of their gross payroll.

ARTICLE 31 EFFECT OF LEGISLATION - SEPARABILITY

31.1 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 other provisions of this Agreement shall continue in full force and effect.

**ARTICLE 32
TERMINATION**

32.1 This Agreement shall go into effect **November 3, 2014**, and shall continue in full force and effect until midnight **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
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

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 IFS 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: _____

EXHIBIT "C"
INSERT CREDIT UNION CHECK OFF

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 _____





