

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**RESTHAVEN NURSING CENTER, (CHESTNUT HILL) INC.**

**d/b/a**

**CHESTNUT HILL LODGE HEALTH AND REHABILITATION CENTER**

**And**

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

**July 1, 2004 through June 30, 2008**

## TABLE OF CONTENTS

Article No.	Title	Page
I	<b>Recognition: The Collective Bargaining Unit</b>	2
II	<b>Union Security</b>	3
III	<b>Check Off</b>	4
IV	<b>No Discrimination</b>	6
V	<b>Union Activity, Visitation and Bulletin Boards</b>	7
VI	<b>Probationary Employees</b>	7
VII	<b>Seniority</b>	7
VIII	<b>Wages and Minimums</b>	11
IX	<b>Hours</b>	11
X	<b>Overtime</b>	12
XI	<b>Shifts</b>	12
XII	<b>Holidays</b>	13
XIII	<b>Vacations</b>	14
XIV	<b>Sick Leave</b>	16
XV	<b>Paid Leave</b>	17
XVI	<b>Unpaid Leave</b>	17
XVII	<b>Past Practices</b>	18
XVIII	<b>Health and Welfare</b>	18
XIX	<b>Management Rights</b>	19
XX	<b>Severance Pay</b>	20
XXI	<b>Employment Service</b>	20
XXII	<b>Discharge and Penalties</b>	21
XXIII	<b>No Strike or Lockout</b>	21
XXIV	<b>Grievance Procedure</b>	22
XXV	<b>Arbitration</b>	23
XXVI	<b>Effect of Legislation – Separability</b>	23
XXVII	<b>Miscellaneous</b>	24
XXVIII	<b>Pension</b>	24
XXIX	<b>Training and Upgrading</b>	25
XXX	<b>Effective Dates and Duration</b>	25
	<b>Exhibit A - Check-Off (Authorization)</b>	
	<b>Schedule A - Minimum Job Rates</b>	
	<b>Exhibit B - Conscientious Objector</b>	
	<b>Exhibit C - Political Action</b>	

**THIS AGREEMENT**, made and entered into this First day of July, 2004, by and between RESTHAVEN NURSING CENTER, (CHESTNUT HILL) INC. OPERATING AS CHESTNUT HILL LODGE HEALTH AND REHABILITATION CENTER, hereinafter called the "Employer", and DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, having its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107-10036, hereinafter called the "Union", acting herein on behalf of the Employees of the said institution as hereinafter defined, now employed and hereafter 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 interests of the Employer as well as of its Employees and to avoid interruptions and interferences with services to residents 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 - THE COLLECTIVE BARGAINING UNIT**

##### 1. Definitions

- a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all the Employees in the following bargaining unit: All service and maintenance Employees of RestHaven Nursing Centers, (Chestnut Hill) Inc. operating as Chestnut Hill Lodge Health and Rehabilitation Center.
- b) Excluded from the aforesaid bargaining unit are all registered nurses, licensed practical nurses, private duty nurses' aides and private duty licensed practical nurses, probationary Employees, chef/cooks, office clerical Employees, watchmen, supervisors as defined in the National Labor Relations Act (the "Act"), as amended and part-time Employees who work a total of fifteen (15) hours per week or less for the job classifications in which they work and temporary Employees as herein defined.
- c) A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an absent Employee.

The said three-month period may be extended for the length of time necessary to replace the absent Employee, with the consent of the Union, which shall not be unreasonably withheld. Temporary Employees will become members of the Union after completion of three months of service.

2. It is agreed that this contract shall apply and continue in full force and effect at any location to which the Employer may move. It is further agreed that this contract shall apply to any new or additional facility within the current jurisdiction of District 1199C.
3. 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, Paragraph 1-a hereof.
4. At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and has contractual relations with the Union and quoting or paraphrasing the provision of Articles II and III of the Agreement.
5. All part time Employees shall receive the wage rates hereunder. Part time Employees covered by this agreement shall receive fringe benefits pro rata that of a full-time Employee hereunder.

#### **ARTICLE II - UNION SECURITY**

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.
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 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.
3. For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required as a condition of membership.
4. Subject to Article XXII, an Employee who has failed to maintain membership 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 discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

5. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer through the operation of this Article.

### ARTICLE III - CHECK OFF

1. Upon receipt of a written authorization from the Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) working days of employment, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fees and/or dues schedule, the Employer agrees to make a revised deduction from the Employee's pay upon thirty (30) days written notice from the Union.
2. Upon written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia, Pennsylvania, office of the Union, as designated in said notice. It is agreed that after receipt of such notice if the Employer is unable to comply with such request, for example utilizing a third party payroll administration service, additional time to comply with the request will not be unreasonably denied to the Employer by the Union.
3. Employees who do not sign authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
4. Any member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting labor organizations and who demonstrates such membership and adherence to the Union and to the Employer, shall not be required to join or remain a member of the Union as a condition of employment.
5. Such Employees (described in Paragraph 4 above) shall be required, as a condition of continued employment, to remit to either the Lupus Foundation, the Sickle Cell Anemia Foundation or the American Cancer Society, all recognized and valid charities under Title 26, Section 501(c)(3) of the Internal Revenue Code, monthly sums equal to the initiation fees and regular dues of the Union as provided for herein. Such sums shall be checked off and deducted by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues. Sums so deducted shall be remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form annexed hereto as Exhibit B.

6. If any such Employee who holds conscientious objections requests the Union to utilize the grievance/arbitration procedure, as provided for in this Agreement, on the Employee's behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.
  - a. Such costs shall include, but not be limited to the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.
  - b. The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his or her own attorney to prosecute his or her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employees will be taken to arbitration.
  - c. If fees are due and owing to the Union under this paragraph 6, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit B, attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
  - d. Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.
7. 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 this Agreement;
  - c. Layoff from work;
  - d. Agreed leave of absence; or
  - e. Revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by paragraphs 1, 4 and 5 hereof. These provisions, however, shall not relieve an Employee of the obligation to make the required dues and initiation fees payments pursuant to the Union Constitutions in order to remain in good standing, except as provided in paragraphs 4 and 5.

8. The Employer shall not be required to make dues deductions or charitable

deductions of any kinds from any employee, who during any dues month involved, all have failed to receive sufficient wages equal to the dues or charitable contribution.

9. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with paragraph 6 hereof, made from the wages of the Employees for the preceding month, and forward said payment to the Union on or before the 15<sup>th</sup> day of each month, together with a list of all Employees, including social security numbers, from whom dues, initiation fees and/or grievance and arbitration fees have been deducted. In addition, each month, the Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of paragraph 6 hereof, together with the amount deducted for each such Employee.
10. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, their dates of hire; names of terminated Employees, together with their dates of termination; and the names of Employees on leaves of absence.
11. The Employer agrees to make payroll deductions once each calendar year from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement and to remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit C. This deduction shall be made only once a year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit this lump sum of all deductions to District 1199C by a separate check.
12. 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 any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union or to the charity of the Employee's designated choice, as the case may be, disposition of the funds shall be the sole and exclusive obligation and responsibility of the Union, or the charity, as the case may be.

#### **ARTICLE IV - NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or be in favor of any Employee on account of race, color, creed, national origin, political belief, religious belief, sex, age or disability, provided such disability does not interfere with the performance of work responsibilities or duties.

## **ARTICLE V - UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

1. A representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees for the purpose of administering this Agreement. Prior to any such conference, the Union agrees to give the Employer reasonable advance notice thereof and such conference shall be arranged to the satisfaction of both parties. When a Union representative enters the premises of the Employer, he or she shall notify the administrator or other person in charge of his or her visit, so that his or her activities do not interfere with resident care or the efficient operation of the Employer's business. The Employer shall provide bulletin boards, which shall be used for the purpose of posting proper Union notices. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.
2. An Employee who serves as a Union delegate shall be granted three (3) days off per year without loss of wages or benefits to attend Union seminars that require delegate attendance.

## **ARTICLE VI - PROBATIONARY EMPLOYEES**

1. Newly hired Employees during the term of this Agreement shall be considered probationary for a period of sixty-five (65) calendar days from the date of employment, excluding time lost for sickness or for other absences.
2. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE VII - SENIORITY**

1. Definition
  - a. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity provided that such seniority shall be accumulated separately with the Employer by whom the Employee is employed, Chestnut Hill Lodge Health and Rehabilitation Center.
  - b. Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within the department. Thirty-seven and one half (37.5) hours are considered "full-time" for the purpose of this Agreement.



2. Accrual

- a. An Employee's seniority shall commence after the completion of his or her probationary period and shall be retroactive to the last date of his or her hire with Chestnut Hill Lodge Health and Rehabilitation Center.
- b. Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay, up to six (6) months or for the period of maternity leave; during an authorized leave of absence with pay; and during a sick leave of up to six (6) months.
- c. Classification seniority shall accrue during the periods specified in paragraph 2b above, and during the time an Employee works in a specific job classification.
- d. Temporary Employees, as defined in Article I, paragraph 1-b shall have no seniority status during the time they occupy the status of temporary Employees, but should any temporary Employees become permanent Employees, then their seniority shall be retroactive to the date of employment.
- e. A yearly seniority list shall be provided to the Union by the Employer.

3. Loss of Seniority: An Employee's seniority shall be lost when he or she:

- a. Is terminated voluntarily;
- b. Is discharged for cause;
- c. Is laid off for a period of one (1) year or for the term of this Agreement, whichever is greater;
- d. Fails to return from authorized leave of absence at the specified time when physically able to do so. The Employee is to give prior notification to the Employer if he or she is unable to report on the expiration of his or her leave of absence; or
- e. The Employee fails to return from a layoff within three (3) days after receipt of a certified letter from the Employer offering reinstatement, unless otherwise agreed to by the parties. A copy of the letter shall also be sent by the Employer to the local office of the Union at 1319 Locust Street, Philadelphia, Pennsylvania 19107.

4. Application

- a. Bargaining unit seniority shall apply in any computation and determination for eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- b. Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

5. Layoff

- a. In the event a layoff becomes necessary within a job classification, all employees with that job classification not covered by the collective bargaining unit shall be laid off first then probationary employees without regard to their individual periods of employment. Non-probationary Employees shall be laid off on the basis of their classification seniority.
- b. In the event an Employee is scheduled to be laid off in one department and there exists a vacant position in another department, which the Employee, in the sole discretion of the Employer, has the ability to perform, then bargaining Union seniority shall prevail in assigning such Employee scheduled to be laid off to such vacant job. This provision is not intended to circumvent paragraph 8 of this Article.

6. Recall

- a. Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled, if he or she has the ability to do the work, in the sole discretion of the Employer, and if not, the next senior Employee will be recalled, and so on.
- b. Probationary Employees who have been laid off have no recall privileges.

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

8. Promotions

- a. Where a promotion vacancy in a bargaining unit job occurs, the Employer shall promote the Employee with the greatest bargaining unit seniority; unless, as between or among the Employees who bid for the vacancy

therein, there is an appreciable difference in their ability to do the job, in the sole judgment of the Employer. Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.

- b. An Employee who is promoted shall serve the same probationary period on the new job as a "new hire". If he or she is removed from the new job during the probationary period, he or she shall be returned to his or her former job without loss of seniority or other benefits, except that if he or she is discharged, his or her rights shall be subject to Article XXII of this Agreement.
9. Disputes under this Article shall be subject to the grievance and arbitration provision of this Agreement.
10. Super-seniority for Union Delegates: All delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall.
11. Posting of Vacancies.

All job vacancies to include the shifts will be posted for bid for a period of five (5) working days.

#### ARTICLE VIII - WAGES AND MINIMUMS

1. Each Employee on the payroll of the Employer shall receive an increase according to the following schedule. The wage increase for CNA's will also be applied to the base rate on 7/1/04 and on 7/1/06. The wage increase for Housekeeping, Laundry and Dietary Aides will be applied to the base rate on 7/1/06.

First Year	7/1/04	.25 per hour
Second Year	7/1/05	3%
Third Year	7/1/06	3%
Fourth Year	7/1/07	3%
2. The minimum rates for Employees are continued in Schedule A, attached hereto and made a part hereof.
3. All Employees who, at the time this Agreement goes into effect and during the term of this Agreement, and after application of the increase herein before provided, have to reach the federal minimum wage as defined in the Federal Minimum Wage Act, as amended, then in effect, shall receive such additional wage increases as are required to meet the then prevailing federal minimum wage.

4. No Employee shall be paid below the minimum effective rate for his or her classification.
5. The Employer may in its sole discretion pay employees a sign-on and/or a referral bonus in an amount of up to \$500.00. The amount of the bonus will be determined by the Employer and the terms communicated to employees via a notice posted on the Employer's bulletin board.
6. The Employer will meet with the Union to discuss the need to raise the base rate for any classification if or when it becomes necessary prior to implementing or changing the base rate for a classification covered by this agreement.

#### **ARTICLE IX - HOURS**

1. The regular work week for full-time Employees shall consist of thirty-seven and one-half (37-1/2) hours per week for nurses' aides; forty (40) hours per week for Employees in the housekeeping, maintenance and kitchen dietary departments. The regular work week for part-time Employees shall not exceed five (5) days. Employees shall receive two (2) days off in each full calendar week, except in the event of overtime.
2. The regular work day for full-time Employees covered by this Agreement shall consist of the number of hours in the regular work week as defined above, divided by five (5), exclusive of an unpaid lunch period.
3. The Employer shall endeavor to schedule weekends off as equally possible among all Employees. Eligible Employees with more than one year of service (seniority) shall be scheduled every other weekend off. It is understood that future Employees must complete one year of service (seniority) with the Employer to be eligible for every other weekend off. Those Employees receiving a greater benefit shall continue to receive such greater benefit. Employees who have set a pattern of abuse of weekend attendance shall be required to make up such weekends.
4. Employees required by the Employer to be on call off the premises shall receive during such time a rate of pay equal to three-fourths (3/4) of their regular base pay. Employees on call who are called to work at other than during their normal working hours shall receive time and one-half (1-1/2) for all hours worked outside their normal work day with a guaranteed minimum of pay for four (4) hours work.
5. Full-time Employees shall be entitled to two (2) rest periods of fifteen minutes each in each working day as assigned by Employer to each Employee. Employees who work a full half shift shall be entitled to one (1) fifteen minute rest period.

6. In the event that the Employer wishes to permanently change an Employee's starting time, the Employer shall notify the Employee in writing of such change two (2) week in advance. In the event that the Employer wishes to temporarily change an Employee's starting time, due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary, but the Employer will attempt to notify the Employee as far in advance as possible. This provision shall not apply to probationary Employees.
7. An Employee who reports for work at the start of his or her regularly assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of eight (8) hours pay at the regular hourly rate of pay, or the Employee may be assigned other work to do that he or she can perform at his or her applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or cause beyond the control of the Employer.

#### **ARTICLE X - OVERTIME**

- a. Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for authorized time worked in excess of their normal eight hour work day and normal bi-weekly work period.
  - b. The Employer will endeavor to assign, on an equitable basis, "on call" duty and required pre-scheduled overtime among qualified Employees.
  - c. When a vacancy occurs within twenty-four hours of the scheduled shift and overtime is required, the company will seek volunteers on the shift prior to the vacancy and/or volunteers from a list of Employees that have signed up for the overtime work. This list is to be posted daily for volunteers to work overtime, if needed. If no volunteers are secured, overtime will be mandated. Employees, however, will be allowed one (1) written refusal to work mandated overtime per quarter, for valid reasons provided to the supervisor, without disciplinary penalty. Only one refusal per occasion of overtime on the affected shift will be permitted. When overtime is mandated, Employees on the shift prior to the vacancy will be requested to fill the vacancy in inverse seniority on a rotating basis.
  - d. There shall be no pyramiding of overtime.
2. The following paid absences shall be considered as time worked for the purpose of computing overtime, to wit: holidays and vacation.

#### **ARTICLE XI - SHIFTS**

1. The Employees shall work on the shift, shifts or shift arrangements for which they are hired. The Employer may change an Employee's shift only for good and

sufficient reason in the discretion of the Employer. Voluntary changes may be effected at any time in the discretion of the Employer.

2. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld. If a vacancy exists in the classification in which the Employee is then working and if more than one Employee applies, such change shall apply to the Employee, who, in the opinion of the Employer, is qualified to do the work; provided however, that whenever possible, preference shall be given to the Employee with the most classification seniority. Notwithstanding the foregoing, established Employees shall have preference over new Employees in filling vacancies on another shift in the classification in which they are then working.

#### **ARTICLE XII - HOLIDAYS**

1. Employees, after the expiration of their probationary periods, shall be entitled to the following paid holidays within each calendar year:

New Year's Day  
Dr. Martin Luther King Jr. Birthday  
Memorial Day  
Independence Day  
Norman Rayford Day (August 28)  
Labor Day  
Thanksgiving Day  
Christmas Day  
Two (2) Personal Holidays

Each Employee will receive the two (2) above mentioned personal holidays off, it being understood and agreed that the personal holidays off shall be scheduled by the Employer with maximum consideration being given to the choice of the Employee however, the Employer may grant a personal holiday off in emergency situations without the holiday being scheduled in advance.

2. Application
  - a. Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays specified herein; however, the Employer agrees to distribute holidays off on an equitable basis.
  - b. In the event an Employee is required to work on any holiday above, he or she shall be paid regular pay for all hours worked on the holiday and shall, in addition, receive an additional day off with regular pay within thirty

(30) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the Employer.

With regard to Norman Rayford Day, Independence Day, Thanksgiving Day and Dr. Martin Luther King, Jr.'s birthday, in the event an Employee is required to work on these holidays, he or she shall be paid for all hours worked on the holiday at time and one-half (1-1/2) his or her regular rate and shall, in addition, receive an additional day off with regular pay within thirty (30) days of the holiday or an extra day's regular pay in lieu thereof, as determined by the Employer taking into consideration the employee's expressed preferences. Employees will also be paid premium pay of time and one half (1-1/2) for all hours actually worked on Mother's Day.

- c. If a legal holiday falls on an Employee's regular scheduled day off, the Employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday, as determined by the Employer.
  - d. If a legal holiday falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day. In making the determination, the Employer will take into consideration the Employee's expressed preference.
  - e. The day on which a holiday is legally celebrated shall be the day on which holiday pay is paid to those Employees who work on that day.
3. In order to be eligible for the foregoing holidays and holiday pay benefits, an Employee must have worked both his or her last full scheduled work day before and his or her full first scheduled work day after the holiday, except in the case of an illness or accident preventing the Employee from working, as evidenced by a physician's written certificate or other acceptable proof, if requested by Employer. An Employee who fails to report for work on the holiday when scheduled to do so shall not secure holiday pay for the unworked holiday.

### **ARTICLE XIII - VACATIONS**

1. Employees shall be entitled to accrued vacations each year with pay as follows:
  - a. One (1) week for Employees with one year, but less than two years of service.
  - b. Two (2) weeks for Employees with two years, but less than five years of service.
  - c. Three (3) weeks for Employees with five years, but less than eight years of service.

- d. Four (4) weeks for Employees with eight years, but less than twelve years of service.
  - e. Five (5) weeks for Employees with twelve or more years of service.
2. Vacation schedules shall be established, taking into account the wishes of the Employee and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail. It is agreed that vacation may be scheduled on a year round basis, provided no more than two Employees per shift are off on vacation at any time, except during the summer vacation period.
  3. The vacation eligibility year and/or vacation eligibility dates shall be as stated above.
  4. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year to year; Employees will not be compensated for vacation time not taken.
  5. Vacation pay shall be based upon the Employee's regular pay.
  6. An Employee shall be paid his or her vacation pay before starting his or her vacation, provided he or she has given the Employer sufficient and adequate notice of his or her request to do so. An Employee may also request that the Employer defer payment of his or her vacation pay until he or she returns from vacation.
  7. Computing Vacation Pay
    - a. Absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation pay for Employees with more than one (1) and up to and including, but not exceeding five (5) years of service. For Employees with more than five (5) years service, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, then the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his or her vacation, the original vacation shall remain in effect.
    - b. All involuntary absences as herein limited, which exceed the aforesaid five or thirteen week periods, shall not be deemed or considered as time worked in computing vacation pay, and vacation pay for such Employees shall be prorated by relating the number of weeks actually worked during the vacation eligibility year with the number of days or weeks such



Employees would have been contractually entitled to had he or she worked the entire vacation eligibility year.

- c. All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation pay. Where an Employee has been voluntarily absent, his or her vacation pay shall be prorated on a percentage basis, that is, the period of time actually worked as that period related to the period of vacation pay due him or her.
- d. An Employee who has quit or been discharged or who has lost his or her seniority pursuant to the terms of Article VII of this Agreement, and who has not received his or her vacation from work with pay to which he or she is entitled, shall receive a vacation allowance, the amount of which is to be calculated in accordance with paragraph c, immediately above.

#### ARTICLE XIV - SICK LEAVE

1. Regular Employees who have completed the probationary period shall be entitled to sick leave at the rate of one day per month of employment, after said probationary period, and not in excess of ten (10) days for the first year of employment.
2. Regular Employees, i.e., Employees who have been employed for one year or more, shall be entitled to sick leave as follows: ten (10) days during each year of this Agreement.
3. To be eligible for benefits under this Article, an Employee who is absent must notify the Employer at least two (2) hours prior to the start of his or her regularly scheduled shift. The Employer may require written certification of a physician or other proof of illness or injury hereunder for those Employees absent two or more consecutive days. Employees who have been on sick leave also may be required to be examined by the Employer's doctor or his designee before being permitted to return to duty.
4. Unused sick leave may be accumulated to twenty four (24) days during the term of this Agreement. An Employee not using sick leave, at the request of the Employee, shall be entitled to receive one-half (1/2) pay for the unused sick leave to a maximum of twenty four (24) days during the term of this Agreement.
5. An Employee shall be entitled to use his or her sick leave to supplement either Workmen's Compensation and/or disability benefits under the Employer's Sickness and Accident Plan for the period covered for the illness, injury or disability. Such combined funds shall not exceed the Employee's regular full day's pay. It is further understood that an

Employee shall be allowed to use earned sick leave if he or she is sent home by the Employer because of illness.

6. An Employee who is absent due to illness, injury or disability shall return to his or her original job, provided the illness, injury or disability does not exceed twelve (12) months.

#### **ARTICLE XV - PAID LEAVE**

Employees, after the expiration of their probationary period, shall be entitled to paid leave as follows:

1. An Employee shall be paid his regular pay for three (3) scheduled working days' absence, including the date of the funeral in the event of the death of his or her parents, spouse, child, brother, sister, grandchild, or grandparents (to include steps for all the aforementioned immediate family members) upon proof of death and relationship. An Employee shall be paid at his regular pay for one (1) regularly scheduled working day's absence in the event of the death of his or her father-in-law or mother-in-law.
2. A regular Employee who is called to serve on jury duty shall be compensated by the Employer for the difference between his or her regular straight time hourly pay for each regularly scheduled work day lost, and the amount received as a juror's fee, provided the Employee offers, upon request of Employer, valid proof of such jury duty and proof of the amount received as a juror's fee. Whenever an Employee on jury duty is temporarily excused from such duty by the court, on his scheduled work day, he or she shall advise his or her supervisor as promptly as possible and stand ready to report for work, if requested to do so by the Employer. The receipt of a subpoena or the notice to report for such jury duty must be reported immediately to the Administrator and the Employer may require that the Employee be excused or exempted from such jury duty, if, in the opinion of the Employer, the Employee's service are services which are essential to the Employer at the time of the proposed jury service.

#### **ARTICLE XVI - UNPAID LEAVE**

Employees shall be eligible for unpaid leave in accordance with the following:

1. **Maternity Leave**

Whenever an Employee shall become pregnant, she shall furnish the home with a certificate from her physician stating the expected date of delivery. She shall be permitted to continue to work, provided her physician certifies that she is physically able to continue working and provided, further, that she is able to perform all of the duties of her job, in the sole discretion of her Employer. Maternity leave will be granted for a period not to exceed twelve (12) months,

provided in each case that such Employees have been continuously employed for at least their probationary period. An Employee who wishes to return to work must so notify the Employer, in writing, at the time her maternity leave commences. An Employee will be entitled to return to her former position or to a comparable one upon two (2) weeks written notice. Failure to return to work within the time limits set forth above shall result in termination unless the Employee has requested and received an extension of her maternity leave from the Employer in writing and for good and sufficient reasons. Requests for such extensions will not be unreasonably denied.

2. **Medical Leave of Absence**

Unpaid medical leave of absence may be granted for a period of up to twelve (12) months, provided that in such case that such Employees have been continuously employed for at least their probationary period.

3. **Military Leave**

Leave of absence for the performance of duty with the United States Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

4. **Union Business**

A leave of absence shall be granted to Employees with one 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 Employer's business.

5. Leave of absence without pay for other good and valid reasons will not be unreasonably denied by the Employer.

### **ARTICLE XVII - PAST PRACTICES**

No past practice shall be binding upon the Employer unless reduced to writing and agreed to by the Employer and the Union.

### **ARTICLE XVIII - HEALTH AND WELFARE**

1. All Employees shall be eligible for coverage by the Employer's Health Insurance Plan. All Employees shall be required to make any Employee contributions required by the Employer for Employee plus one and Family Coverage as long as said contributions, do not exceed those made by non Union Employees. To be eligible all participants must be full-time Employees regularly scheduled to work a minimum of thirty (30) hours a week or sixty (60) hours a pay period. (All

Employees previously enrolled in the Health and Welfare plan will be grandfathered with eligibility for insurance coverage.)

2. The facility reserves the right to determine and modify plan specifications, including the amount of employee contributions for its health insurance plan except that the company will continue to pay one hundred percent (100 %) of the Employee only premium for the term of the agreement.
3. In the event an Employee is injured or becomes ill due to a work-related illness or injury that has been approved by W.C.B., the Employer shall pay the Employee The amount due him or her from W.C.B. for the first week of said illness or injury. This payment shall be made twenty-one (21) days following the date of W.C.B. illness or injury, provided the Employee makes necessary arrangements to reimburse the Employer for such monies advanced from the amount they receive from W.C.B. or otherwise.
- 4 All regular full-time Employees will be provided Life insurance in the amount of one (1) times their salary to a maximum of \$15000.00 at no cost to the employee.
- 5 **Sickness and Accident Insurance**

The facility shall provide at no cost for all regular full-time Employees a weekly Sick and Accident plan that covers an illness for up to a maximum of thirteen (13) weeks per accident or illness during any twelve (12) month period, starting on the eighth day of illness and the first day in case of accident. The Benefit shall be sixty (60%) percent of the Employee's regular weekly full-time earnings to a maximum of \$150.00 per week.

#### **ARTICLE XIX - MANAGEMENT RIGHTS**

1. All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related to resident care, research, training, operations, services and maintenance of the Employer's facility; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote, transfer, layoff and recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain the efficiency of the Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operation of divisions, departments and all other units of the Employer, the assignment of work, the qualification required and the size and composition of the work force; to make or change rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the establishment,

attain and maintain full operating efficiency and optimum resident care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

2. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum resident care, and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.
3. Present bargaining unit work relating to window cleaning, floor maintenance, private duty nursing, law service and pre-cooked food may be subcontracted to an outside agency as needed.

#### **ARTICLE XX - SEVERANCE TERMINATION BONUS PAY**

1. Facility Closing

In the event that the Employer voluntarily and permanently closes its facilities, each Employee who is severed from employment shall receive two (2) weeks' pay, provided that the Employee has at least one year of service.

2. Resignation or Termination Bonus Payment

Full-time Employees, who have completed over 10 and up to 20 years of continuous service, upon resignation or termination (excluding discharge), will receive a lump sum bonus payment of five hundred and no/100 (\$500.00) dollars.

Full-time Employees who have completed over 20 years of continuous service upon resignation or termination (excluding discharge) will receive a lump sum cash bonus payment of one thousand and no/100 (\$1,000.00) dollars.

#### **ARTICLE XXI - EMPLOYMENT SERVICE**

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

1. The Employer shall utilize the Union's Employment Service (the "Employment Service") for the recruitment and referral of qualified personnel for bargaining unit job vacancy and training positions.
2. The Employer shall notify the Employment Service of all bargaining unit job and training position vacancies and shall afford Employment Service twenty-four (24) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

3. The Employment Service shall be administered by the Union, and the cost of operating the service shall be borne by the Union.
4. Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the Employer also retains the right to hire applicants from other sources in the event the Employment Service does not render qualified applicants within such twenty-four hour period.
5. The Employer shall not be required to notify the Employment Service of any job vacancy that must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of residents.

#### **ARTICLE XXII - DISCHARGE AND PENALTIES**

1. The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.
2. The Employer will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice to the Employer within seven (7) working days, from the date of receipt of the discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth; however, commencing at Step 3 of the grievance process. If the Union notice of contest is given seven (7) working days after receipt of the notice of discharge, the days beyond seven (7) days shall be deemed waived insofar as back pay is concerned.
3. All time limits specified herein shall be deemed exclusive of Saturdays, Sundays and Holidays.

#### **ARTICLE XXIII - NO STRIKE OR LOCKOUT**

No employee shall engage in any strike, sympathy strike, sit-down, sit-in, cessation, stoppage or interruption of work, boycott or other interference with the operations of the Employer. The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sympathy strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott or other interference with the operations of the Employer or ratify, condone or lend support to any such conduct or action.

In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the

operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- a.) Publicly disavow such action by the Employees.
  - b.) Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
  - c.) Notify the Employees of its disapproval of such and instruct such Employees to cease such action and return to work immediately.
  - d.) Post notices at Union bulletin boards advising that it disapproved such action, and instructing Employees to return to work immediately.
2. The Employer will not lock out Employees during the term of this Agreement.

#### **ARTICLE XXIV - GRIEVANCE PROCEDURE**

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement, or the interpretation, application, performance, termination or any alleged breach hereof, and shall be processed and disposed of in the following manner:

**Step 1:** Within five (5) days (except as provided in Article XXII) an Employee having a grievance and/or his or her Union delegate or other representative shall take it up with his or her immediate supervisor. The Employer shall file its answer to the Employee and/or his or her Union delegate or other representative within five (5) working days after presentation of this grievance in Step 1.

**Step 2:** If the grievance is not settled in Step 1, the grievance, within five (5) working days after the answer in Step 1, may be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his or her Union representative and presented to the grievant's department head or designee. A grievance presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

**Step 3:** If the grievance is not settled in Step 2, the grievance, within five (5) working days after the answer in Step 2, may be presented at Step 3. A grievance shall be presented in this step to the personnel director or administrator of the institution or his or her designee; he or she or his or her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

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

Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance within the time limit specified in Article XXII, Section 1.

Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

2. All time limits specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays.
3. A grievance that affects a substantial number or class of Employees and which the Employer representative designated in Step 1 or Step 2 above, lacks the authority to settle, may initially be presented at Step 3 by the Union representative.

#### **ARTICLE XXV - ARBITRATION**

1. A grievance as defined under Article XXIV, which has not been resolved thereunder, within thirty (30) working days after completion of Step 3 of the grievance procedure, may be referred for arbitration by the Employer or the Union, to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.
2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employee.
4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XXIV, and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

#### **ARTICLE XXVI - EFFECT OF LEGISLATION - SEPARABILITY**

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



## **ARTICLE XXVII - MISCELLANEOUS**

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

2. Bargaining Unit Work

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

3. Minor Infractions

All minor infractions on an Employee's record shall be cleared after nine months, provided that the said period of nine months shall be free of any other infractions. A minor infraction is defined as a violation of a nursing home rule or policy that results in an oral warning or written warning without the imposition of any disciplinary suspension or other time off.

4. Uniforms

The Employer shall provide all bargaining unit Employees with four (4) uniforms per year. Two (2) uniforms will be provided in January and two (2) uniforms will be provided in July of each year. The uniform will be selected by the Employer and will remain the property of the Employer. Employees shall maintain uniforms in good condition and repair. Newly hired employees will receive two (2) uniforms upon completion of their Probationary period unless their probationary period ends within thirty (30) days of the date that they would otherwise be issued uniforms in accordance with the contract and no employee with less than six months service will receive more than two uniforms.

5. Restorative / CNA Positions

For purposes of layoffs / recalls or other issues where seniority is a factor will be lumped together with CNAS and may be given a regular CNA assignment when in the sole discretion of the company it becomes necessary. The wage rate for this position will be the same as that for CNAS.

## **ARTICLE XXVIII - PENSION**

For each Employee who has completed at least one year of continuous service, the Employer shall contribute five percent (5%) of the Employee's regular straight

time wages to the Pension Fund for Nursing Home and Health Care Employees – Philadelphia and Vicinity. Such payments by the Employer to the Pension Fund based on the previous month's payroll.

#### ARTICLE XXIX - TRAINING AND UPGRADING

1. The Employer will contribute one and one-half percent (1-1/2%) of payroll to the 1199C Training and Upgrading Fund.
2. Training Leave

A Union member who has been accepted for training under the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund shall be given an unpaid leave of absence, up to and including the final day of training and shall be returned to his or her former position or to an upgraded position upon completion of training and provided further that the Employee shall give the Employer not less than thirty (30) days written notice of his or her intent to return.

#### ARTICLE XXX - EFFECTIVE DATES AND DURATION

1. This Agreement shall be in full force and effect for the period commencing on July 1, 2004 and ending at midnight on June 30, 2008.
2. The Employer and the Union jointly agree to enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90<sup>th</sup>) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

By:   
President

RestHaven Nursing Center (Chestnut Hill)  
Inc., operating as Chestnut Hill Lodge  
And Rehabilitation Center

By:   
~~Vice President Operations~~  
Senior Vice President

**EXHIBIT "A"**

**MEMBERSHIP APPLICATION/CHECK-OFF AUTHORIZATION**

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

DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY

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

Please print

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Apt. \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Employed at \_\_\_\_\_ Dept/Job Title \_\_\_\_\_

Salary \_\_\_\_\_ Hrs. per week \_\_\_\_\_ Date Hired \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

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

Signed \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

CHECK-OFF AUTHORIZATION

Date \_\_\_\_\_, 20\_\_\_\_

To: \_\_\_\_\_ (the Employer)

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

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

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

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

Print Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**SCHEDULE A**

**CHESTNUT HILL**

The Minimum Job Rates shall be as follow:

<b>Effective Date</b>	<b>Increase</b>	<b>Regular Rate for Housekeeping, Laundry &amp; Dietary Aides</b>	<b>Restorative/CNA Rate</b>
7/1/04	.25 per/hour	10.02/hr.	10.70/hr.
7/1/05	3% wage Increase	10.02/hr.	10.70/hr.
7/1/06	3% wage Increase	10.32/hr.	11.02/hr.
7/1/07	3% Wage Increase	10.32/hr.	11.02/hr.

All other Nursing Assistants will receive the standard base as listed for Housekeeping, Laundry and Dietary Aides.

**EXHIBIT B - CONSCIENTIOUS OBJECTOR**

DATE: \_\_\_\_\_ TO: \_\_\_\_\_

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

This contribution will be deducted from my pay and remitted to the charity not later than the tenth (10<sup>th</sup>) day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice to the Employer at the following address: \_\_\_\_\_

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

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

Social Security Number: \_\_\_\_\_

Clock Number: \_\_\_\_\_

Department: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C - POLITICAL ACTION**

**Political Action - Protection for Your Future**

District 1199C Political Action Fund Pledge

*PLEASE PRINT*

Name \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Employed at \_\_\_\_\_  
Department \_\_\_\_\_ Job Title \_\_\_\_\_  
Amount of pledge \$ \_\_\_\_\_ per year Social Security No. \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

***Register and Vote!***

District 1199C Political Action Fund  
Check Off Authorization

Date \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ \_\_\_\_\_ per 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 and 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.

Social Security Number \_\_\_\_\_ Signature \_\_\_\_\_

Department \_\_\_\_\_ Home Address \_\_\_\_\_

\_\_\_\_\_