AGREEMENT

by and between

The Rehabilitation Group of Pennsylvania, d/b/a
Towne Manor East

and

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

October 15, 2012- June 30, 2018

TABLE OF CONTENTS

Article	Description	Page
	AGREEMENT	
	WITNESSETH	
1	RECOGNITION	1
2	MANAGEMENT RIGHTS	2
3	NO STRIKES, LOCKOUTS, AND WORK STOPPAGES	3
4	UNION SECURITY	4
5	CHECK-OFF	5
6	UNION ACTIVITY, VISITATION AND BULLETIN BOARDS	6
7	PROBATIONARY EMPLOYEES	
8	PART-TIME EMPLOYEES	7
9	HOURS OF WORK	7
10	WAGES	8
11	OVERTIME	9
12	SHIFTS AND SHIFT DIFFERENTIAL	9
13	SENIORITY	10
14	RESIGNATION	13
15	DISCHARGE AND PENALTIES	14
16	GRIEVANCE PROCEDURES	15
17	ARBITRATION	16
18	PERSONNEL FILES	17
19	HEALTH AND WELFARE	17
20	INSURANCE	18
21	RETIREMENT SAVINGS PLAN	18
22	VACATION	18
23	HOLIDAYS	19
24	JURY DUTY	20
25	FUNERAL LEAVE	21
26	SICK LEAVE	21
27	TEMPORARY TRANSFERS	23
28	LEAVE OF ABSENCE	23
29	SAFETY	25
30	NON-DISCRIMINATION	25
31	EFFECT OF LEGISLATION - SEPARABILITY	25

514846v1

TABLE OF CONTENTS
(continued)

Article	Description	Page
32	MISCELLANEOUS	25
	SCHEDULE A WAGES	27
33	TERMINIATION	28

ATTACHMENT: SUMMARY OF HEALTH BENEFITS

EXHIBIT A DUES CHECK-OFF

EXHIBIT B CONSCIENTIOUS OBJECTOR CHECK-OFF AUTHORIZATION

EXHIBIT C CREDIT UNION CHECK-OFF DISTRICT 1199C CREDIT UNION

EXHIBIT D POLITICAL ACTION CHECK-OFF

COLLECTIVE BARGAINING AGREEMENT

AGREEMENT, made and entered into effective the day of 15 in October 2012, by and between Rehabilitation Group of Pennsylvania d/b/a Towne Manor East, located at 2004 Old Arch Road, Norristown, Pennsylvania, 19401, (hereinafter called "Employer"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C, with its offices at 1319 Locust St, Philadelphia, PA, 19107 (hereafter called the "Union"), acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH:

WHEREAS, The Rehabilitation Group of Pennsylvania d/b/a Towne Manor East 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 this parties hereto that this agreement promote and improve the mutual interests of the resident care of The Rehabilitation Group of Pennsylvania d/b/a Towne Manor East as well as of its Employees and to avoid interruptions and interferences with services to resident 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 Rehabilitation Group of Pennsylvania d/b/a Towne Manor East recognizes the Union as the sole and exclusive collective bargaining representative of all the Employees in the following bargaining unit: all full-time and regular part-time certified nursing assistants (CNA) dietary aides and cooks, maintenance employees, activities aides, and receptionists, and all pool CNA who average four (4) or more hours of work per week employed by The Rehabilitation Group of Pennsylvania, Inc. d/b/a Towne Manor East and full-time and regular part-time housekeepers jointly employed by The Rehabilitation Group of Pennsylvania, Inc. d/b/a Towne Manor East's facility, as certified by the National Labor Relations Board in Case No. 4-RC-21699 except as otherwise herein provided.

(b) Excluded from the aforesaid bargaining unit are, all other employees, managerial employees, professional employees, office clericals, staffing coordinator, central supply employee, guards and supervisors as defined in the Act

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 All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement and retained by and vested in the Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related resident care, research, training, operation, services and maintenance of the facility; to reprimand; suspend, discharge or otherwise discipline employees for just cause; to hire, promote, transfer, lay off and recall Employees to work; to determine the number of Employees; to establish , expand, reduce. Alter, combine, consolidate or abolish any job classification, department, operation or service; to control and regulate the user of the 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 qualifications required and the size and composition of the work force; to make or change facility rules, regulations, policies and practices not inconsistent maintain full operating efficiency and optimum resident care, and direct the work force except as expressly modified or restricted by a specific provision of the agreement.

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

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

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

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

ARTICLE 3

NO STRIKES, LOCKOUTS, AND WORK STOPPAGES

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

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

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

ARTICLE 4
UNION SECURITY

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

4.2 All Employees on the active payroll as of the effective date of this Agreement, who are not members of 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.

4.3 All Employees hired after the effective date of this Agreement shall become members of the Union no later than the ninety (90) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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

4.5 Subject to Article IV, an Employee who has failed to maintain membership in the Union in good standing as required by this Article shall within twenty (20) calendar days

following receipt of written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

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

ARTICLE 5

CHECK-OFF

5.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union, regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the employee's pay upon thirty (30) days' written notice from the Union.

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

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

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

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

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

(b) Such costs shall include, but not limited to, the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union s attorney.

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

(d) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit "B", attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.

(e) Any 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.

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

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

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

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

5.11 The Employer agrees to make a payroll deduction once each calendar year 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 only once per year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

5.12 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

ARTICLE 6

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

6.1 An authorized representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When a Union representative enters the Employer's premises, he shall first notify the Administrator or his designee regarding the Union's presence in order to receive permission for same. Such visit shall not in any way interfere with patient care or efficient operation of the Home. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.

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

6.3 The Employer shall provide a bulletin board for the exclusive use of the Union for the purpose of posting of proper Union notices. There shall be no negative notices about the employer on the Unions bulletin board.

6.4 Union delegates shall be permitted to attend regular delegate assembly meeting and any other meetings that require the delegates attendance with pay, provided such employees give the Employer with no less than one (1) week's advance notice of same and provided that Employer operations shall not be impaired.

6.5 There shall be five (5) delegates elected by the members of the bargaining unit in each of the following departments-Nursing(3); Housekeeping(1); Dietary(1)- for a total of five, (and shall be identified in writing to the Employer.

ARTICLE 7

PROBATIONARY EMPLOYEES

7.1 A newly hired employee shall complete his/her probationary period after he/she has completed ninety (90) calendar days of work.

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

7.3 Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to her last date of hire with the Employer in a position covered by this Agreement.

ARTICLE 8

PART-TIME EMPLOYEES

8.1 Part-time employees working four (4) or more hours per week shall be a part of the bargaining unit but in order to receive benefits said employee must work 15-31 hours to accrue vacation and receive double time for holidays.

ARTICLE 9

HOURS OF WORK

9.1 The work period for employees covered by this Agreement shall be seven (7) consecutive twenty-four (24) hour periods, commencing at 12:01 a.m. on Sunday and ending at 12:00 a.m. (midnight) on the following Saturday.

9.2 The regular work week for Employees shall consist of the number of hours per week regularly worked by such Employees up to a maximum of 37.5 hours per week unless your schedule is 40 hours. The regular work day for all full-time Employees shall consist of the number of hours normally worked in a day, excluding a paid lunch period of one-half (1/2) hour.

9.3 Nothing in this Agreement shall constitute a guarantee of hours of work per day or of days of work per week. However, any Employee who reports to work at his scheduled time not having been notified not to report shall be provided with work or be paid for at least four (4) hours and sent home.

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

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

9.6 Regular full-time employees shall be given every other weekend off. Employees will not be required to make up weekends not worked because of vacations. Employees who are regularly scheduled to work weekends shall work such schedule. Employees who presently enjoy a greater benefit, in terms of weekends off, shall maintain said benefit. If an employee established a pattern "Call Outs" and the Employer can establish the pattern, the Employer may require the Employee to work on additional weekend above and beyond every other weekend with sufficient notice by the Employer.

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

7:08 on are late

9.8 The hours, shifts, workdays and work period to which Employees are assigned by the Employer shall be stated on the work schedule posted bi-weekly. Should it be necessary in the interest of resident care to establish schedules departing, either temporarily or indefinitely, from the normal hours, shifts, workday, or work period, the Employer will give two (2) weeks advance notice of such change to the individuals affected by such change, unless it is a bonified emergency.

ARTICLE 10

WAGES

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

10.2 New Employees shall be paid the listed starting rate and, after successful completion of their probationary period, the listed rate for the Job.

10.3 Wage Increases

July 1, 2012 (retro back pay)	1.5%
January 1, 2013	1.5%
July 1, 2013	1.5%
January 1, 2014	1.5%
July 1, 2014	1.5%

The parties agree, to meet prior to October 15, 2014 to discuss Wages for the remainder of the Agreement. Any agreement reached, if any will be made prior of the Agreement. If no agreement is reached within sixty (60) days of the first meeting under the paragraph then neither party is bound by the provisions of Article 3 (No Strike or Lockout) of this Agreement.

ARTICLE 11

OVERTIME

11.1 The Employer will assign, on an equitable basis, required pre-scheduled overtime among qualified employees, whenever possible.

11.2 When a vacancy occurs within twenty-four(24) 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 the list of Employees that have signed up for the overtime work. The list is to be posted daily for volunteers to work overtime, if needed. If no volunteers are secured, overtime will be mandated. 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.

11.3 There shall be no pyramiding of overtime.

11.4 Overtime shall be paid at the rate of one and half (1 ½) times the regular rate of pay or actual hours worked in access of 40 hours in any work week.

ARTICLE 12

SHIFTS AND SHIFT DIFFERENTIAL

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

12.2 Employees within the same job classification may trade days off provided they do so within the same work week provided it does not cost the Employer any additional money as overtime. Approval of the department head shall be required upon advance written notice of the employee initiating the request. Such approval shall not be unreasonably withheld.

12.3 A $1.00 shift differential shall be to all employees working the 3:00pm-11:00pm shift and the 11:00pm-7:00am shift

12.4 Employees who work on weekends shall be paid a $.25(twenty-five) shift differential.

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

ARTICLE 13

SENIORITY

13.1 Definition.

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

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

13.2 Accrual.

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

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

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

13.3 An Employee's seniority shall be lost when he:

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

(b) Is discharged for just cause;

(c) Retires

(d) Is laid off for a period of six (6) months or a period exceeding the length of the Employee's continuous service, whichever is less;

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

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

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

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

(i) Fails to return following a disciplinary suspension.

(j) Is absent for two (2) consecutive working days without notification to or authorization from the Employer, unless the employee presents evidence that she was unable to notify the Employer due to no fault of her own.

(k) Falsifies her employment application.

(h) Is laid off and fails to notify the Employer of her intent to return to work within five (5) calendar days of receipt of the Employer's notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice or recall as provided in Section 5.5 of this Agreement.

(l) Is laid off or otherwise does not perform bargaining unit work for a period in excess of six (6) months or the length of the Employee's seniority, whichever is less (except for military leave as provided by law);

13.4 Application.

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

13.5 Layoff.

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

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

Sen Always New Up Date

(c) On or before January 1 of each new calendar year, the Employer will provide the Union with a seniority list setting forth each Employee's seniority date and any adjustments in seniority as a result of layoffs. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing within fourteen (14) calendar days after the Union's receipt of the list. Any errors in the seniority list discovered by the Union, Employee or Employer will be corrected for future application only.

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

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

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

13.7 Promotion or Transfer.

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

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

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

~~13.9 It is agreed in principle that for the purpose of applying seniority to recalls and to~~ vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together.

13.10 Recall. Non-probationary Employees who are laid off shall be placed in a recall list for a maximum period of six (6) months or length of service (whichever is shorter) following the date of layoff (probationary employees have no right of recall in the event of layoff). If there

is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or lower paying job classification in the bargaining unit. If an employee is recalled to a lower paying job classification, the Employee shall be compensated at the rate of pay applicable to such job classification.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall (with the first of the ten (10) days being the date the notice to the Employee is postmarked). The notice of recall shall be sent to the Employee by certified mail with a copy similarly mailed or personally delivered to a designated representative of the Union. The Employee must notify the Employer (as specified in the notice of recall) of her intention to return to work within three (3) calendar days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided the Employee, it being the obligation and responsibility of each Employee to provide the Employer with her latest mailing address. If an Employee fails to timely respond to a recall notice her name shall be removed from the recall list. If the Employer has not heard from the Employee within ten(10) calendar days of mailing a properly addressed notice of recall, the Employee's name will be removed from the recall list.

13.11 **Filling of Vacancies.** When the Employer determines there is a permanent job opening in the bargaining unit that it will fill, a notice of the vacancy will be posted for at least five (5) calendar days. Applications from current members of the bargaining unit who apply for the vacancy will be given first consideration ahead of other applicants for the vacancy. Nothing in this Section, however, is intended to limit the ability of the Employer to seek and select individual it determines is the most qualified candidate for the vacancy, provided the Employer will not act arbitrarily or capriciously. This section does not apply to assignment of additional duties and responsibilities or to shift assignment.

ARTICLE 14

RESIGNATION

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

14.2 Any Employee with one (1) year or more seniority who resigns in accordance with the schedule in Section 1 shall be paid his pro-rated vacation. Any Employee who resigns without giving the proper notice shall not be entitled to any vacation pay, except in the case of a bona fide emergency.

ARTICLE 15

DISCHARGE AND PENALTIES

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

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

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

ARTICLE 16

GRIEVANCE PROCEDURES

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

Step One: Within five (5) days, an employee having a grievance and/or Union delegate or other representative shall take it up with immediate supervisor. The Employer shall file its answer to the Employee and/or Union delegate or other representative within five(5) working days after the presentation of the grievance in Step 1.

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

Step Three: If the grievance is not settled in Step 2, the grievance may within five (5) working days after the answer in Step 2, be presented at Step 3. A grievance shall be presented in Step 3 to the Administrator of the Institution or 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.

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

16.2 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 limitations set forth herein. Time is of the essence.

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

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

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

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

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

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

16.7 Time Limits for Filing. If a grievance is not presented within the time limits set forth above, it shall be considered "waived" and any not be pursed further. If a grievance is not appealed to the next step or to arbitration within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not hold a meeting or answer a grievance within the specified time limits or any agreed extension thereof, the aggrieved Employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step or to arbitration. The parties may be mutual agreement in writing extend any of the time limits set forth in this Article.

ARTICLE 17

ARBITRATION

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators and who reside in Pennsylvania or a bordering state. Any fee for requesting such panel shall be paid by the party requesting Arbitration. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both Employer and the Union shall strike three (3) names from the panel. The party requesting arbitration shall strike three names. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.

(c) The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator only where both parties mutually agree to do so in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

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

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

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

17.5 Retroactivity. Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One of the

Grievance Procedure except if the grievance concerns an error in the employee's rate of pay, the proper rate shall be applied retroactively to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or ordered by the arbitrator, as the case may be, less any unemployment compensation or other compensation that the aggrieved employee(s) may have received from any source during the period for which back pay is claimed.

ARTICLE 18

PERSONNEL FILES

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

(a) he must make an appointment with the Personnel Department;

(b) he will not be paid for the time inspecting his file;

(c) nothing may be removed from the file; and

(d) nothing may be written by the Employee or his representative or delegate on any papers in the file.

(e) the Employer reserves the right to be present during the inspection.

18.2 Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who is aggrieved by the content of such evaluation shall have the right to pursue the validity of the evaluation through the grievance procedure provided herein.

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

ARTICLE 19

HEALTH AND WELFARE

19.1 See Attached Benefits Info.

The parties agree to keep the current Health Benefits offered by the Employer, and they will meet prior to October 15, 2014 to discuss Health and Welfare for the remainder of the Agreement. Any agreement reached, if any will be made prior of the Agreement. If no agreement is reached within sixty (60) days of the first meeting under the paragraph then

neither party is bound by the provisions of Article 3 (No Strike or Lockout) of this Agreement.

ARTICLE 20

INSURANCE

20.1 Full time employees will receive 1x salary, effective the first of the month following 90 days of employment.

ARTICLE 21

RETIREMENT SAVINGS PLAN

21.1 Employees with six months of service are eligible to participate as of the beginning of the next calendar quarter.

21.2 The parties agree to keep the current Health Benefits offered by the Employer, and they will meet prior to October 15, 2014 to discuss a Retirement Savings Plan for the remainder of the Agreement. Any agreement reached, if any will be made prior of the Agreement. If no agreement is reached within sixty (60) days of the first meeting under the paragraph then neither party is bound by the provisions of Article 3 (No Strike or Lockout) of this Agreement.

ARTICLE 22

VACATION

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

(b) Vacation may be taken throughout the year.

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

Two (2) weeks for employees with one (1) to four (4) years of service

Three (3) weeks for employees with five (5) to nine (9) years of service

Four (4) weeks for employees with ten (10) or more years of service

22.2 Every full-time Employee shall be eligible to take paid vacation time after the completion of one (1) year of continuous employment with the Employer in a position

covered by this Agreement. Vacation allowances shall be earned based on the following schedule.

22.3 Part time employees who work 15-32 hours will accrue vacation time.

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

22.5 . The scheduling of all vacation time must be approved in advance by the Employee's Department Head. Ordinarily, vacations shall be scheduled on a first-come, first-served basis. Employees desiring to schedule vacation must submit the request at least seven (7) calendar days in advance to their Department Head. The final right to designate, approve and cancel vacation periods and to determine the maximum number of Employee(s) who may be on vacation at any one time is exclusively reserved by the Employer in order to ensure the orderly performance of the serviced provided by the Employer.

22.5 The rate of vacation pay shall be the Employee's regular straight-time rate of pay in effect for the Employee's regular job classification on the payday immediately preceding the Employee's vacation.

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

22.7 When a holiday falls during the period when an Employee is on an approved vacation leave, such holiday will be paid as holiday leave; the Employee's vacation leave will not be charged for the holiday.

22.8 In the event that an employee does not utilize all of their earned vested time, employee may carry over up to two (2) weeks of vacation. One week vacation is defined as average hours worked per week over the last 52 weeks.

ARTICLE 23

HOLIDAYS

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

New Year's Day (January 1)	Martin Luther King's Birthday
Easter Sunday	Memorial Day
Independence Day (July 4)	Labor Day
Thanksgiving Day	Christmas Day (December 25)
~~Personal Days (2)~~	

23.2 Eligibility is predicated on the conditions that:

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

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

(c) To be eligible for holiday pay, an employee must have worked all her scheduled hours on her last work day before the holiday and all scheduled hours on her first work day after the holiday (in addition to the holiday when required), unless the employee is on approved vacation or FMLA leave.

TIME 1-1/2 HALF

23.3 Any employee working on any holiday shall receive time and one-half (1-1/2) of his regular straight-time rate of pay for the hours worked. The Employer, at its option, shall give the employee another day off at his regular straight-time rate of pay within thirty (30) days prior to or after the holiday or holiday pay at his regular straight time rate of pay.

23.4 For each designated holiday, when not worked, an eligible full-time employee will receive seven and one-half (7.5 or 8 if applicable) hours of pay at her regular straight-time hourly rate as holiday pay. If an eligible employee works on a holiday, she shall receive pay for all hours actually worked, at the applicable rate, in addition to her holiday pay.

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

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

23.7 Part-time employees who work 15 or more hours a week will receive double time for holidays if they work on a holiday.

~~ARTICLE 24~~

JURY DUTY

24.1 Any full-time Employee who is required to serve on a jury shall be excused from work for the days or portions thereof on which the Employee must be present for such jury service and on which the Employee would otherwise have been regularly scheduled to work. The

Employee shall submit a certificate evidencing that he/she appeared and served as juror, and shall present evidence of any pay received for jury duty. The Employer will pay the difference between the jury duty and the Employee's normal straight time earnings, for period not to exceed three (3) weeks. An Employee shall report to work during any part of a scheduled work day when she is not required to be in court for jury duty.

ARTICLE 25

FUNERAL LEAVE

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

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

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

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

ARTICLE 26

SICK LEAVE

26.1 Sick leave is defined as an absenee of an Employee from work by reason of illness or non-work-connected accident which is not compensable under the Worker's Compensation laws of the Commonwealth of Pennsylvania.

26.2 Full-time employees may accrue up to eight sick days per year. Up to six sick days per year can be paid out at the end of the employee's anniversary year at a rate of 50% of current salary. Up to 6 sick days per year may be banked (36 day limit) for future use. Sick time is not paid out upon termination.

(a) Sick leave cannot be taken before it is earned. Employees start to earn sick leave upon their first day of work, but it cannot be taken until after completion of the probationary period. Sick leave benefits are earned pro rata.

26.3 At the option of the Employee said Employee in December may buy back that years entitlement.

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

26.5 Employees will not be disciplined if they use their sick time as long as the employee does not abuse the benefit.

26.6 An employee shall be entitled to use his or her sick leave to supplement either Workers Compensation and or disability benefits under the Employers Sick and Accident Plan for the period covered for the illness, injury or disability. Such combined funds shall not exceed the Employer'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.

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

(a) As a condition of eligibility for paid sick leave under this Section, the Employer may require, at its discretion, any Employee to submit a physician's verification of illness, and such verification normally will be required when an Employee has been off sick for three (3) consecutive workdays; has had repeated illnesses of shorter periods; or calls in sick on the day of, before or after the holiday, vacation day, or day off. The Employer also may require the Employee to provide a statement from a physician indicating that the Employee is physically able to return to work before an Employee may be able to return to work, and such a statement normally will be required before an Employee returns to work after an extended illness.

The Employer may, at its discretion, require an Employee to submit to an examination by a physician or other appropriate medical professional designated by the Employer, which examination will be paid for by the Agency to the extent not otherwise paid for by the insurance.

26.8 Abuse of sick leave is a serious matter and constitutes cause for disciplinary action. Any or all Employees who abuse any of the sick leave benefits or violate any of the provisions described in this Section shall be subject to discipline up to and including termination of employment. The union shall join the Employer in making an effort to correct the abuse of sick leave whenever and wherever it may occur.

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

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

ARTICLE 27

TEMPORARY TRANSFERS

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

ARTICLE 28

LEAVE OF ABSENCE

28.1 Family Medical Leave Act- All provisions of the Family Medical Leave Act shall be followed.

28.2 If an employee is unable to return in 12 weeks as required by FMLA guidelines, the facility will offer a Personal Medical Leave of Absence (PMLA). A PMLA is an unpaid leave of absence for a period of up to 12 weeks. Under PMLA, the employee is responsible to re-certify the leave every 30 days, failure to do so will result in termination of employment. The facility will not hold a position for the employee under PMLA. Once the Employee is released back to full duty by a physician, the employee has the following options:

- If their current position is open, they will be placed back into the role.
- If the position they left is not open, they will have first rights to any open positions in the same job category.
- If there are no open positions, the employee may elect to bump the least senior person and work that position, shift and schedule
- If the employee does not elect to bump another person, the employee status will be changed to voluntarily termination.

28.3 The Employer may require doctor certification in the case of any leave of absence, and any Employee returning from a leave of absence for disability or illness must

present a doctor's certificate that the Employee is able to perform all the job duties normally performed in his classification.

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

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

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

28.7 Military leave shall be granted in accordance with applicable law.

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

(a) such leave will not interfere with the orderly operation of the Home;

(b) such employee renews his request to the Home each year thirty (30) days prior to the expiration of the year then in progress; and

(c) The Home may grant or deny such additional one (1) year leave upon the exercise of its reasonable discretion.

28.9 An employee may, upon written request to the Employer, be granted at the Employer's sole discretion a special unpaid leave of absence under such terms and conditions as the Employer may establish; such request shall not be arbitrarily and capriciously be denied.

28.10 Employees have the option to request an additional personal leave as per the facilities policy.

ARTICLE 29

SAFETY

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

ARTICLE 30

NON-DISCRIMINATION

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

ARTICLE 31

EFFECT OF LEGISLATION - SEPARABILITY

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

ARTICLE 32

MISCELLANEOUS

32.1 The feminine gender as used herein shall be deemed to include the masculine gender, unless the masculine gender is clearly inappropriate in the context of the provisions(s) covered.

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

32.3 **Bargaining Unit Work.** Supervisors shall not do work normally performed by bargaining unit Employees, except for the purpose of instruction, training, supervision, filling in

for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees.

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

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

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

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

32.6 The Employer will not be Bound by any past practice, whether economic or not which may exist at the Home.

32.7 If, at any time, there is any question concerning an Employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense (to the extent not otherwise paid for by insurance), that the Employee have a physical examination and/or psychological examination by a qualified and licensed physician, psychologist and/or other appropriate medical professional selected by the Employer and approved by the Union.

SCHEDULE A

WAGES

Hourly Rates for the Job

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
CNA	11.00				
Activities Aide	$10.00				
Reception	$10.00				
Cook	$12.00				
Dietary Aide	$8.50				
Maintenance	$11.50				
Housekeeping	$8.25				
Light Housekeeper					
Heavy Housekeeper					
Laundry					

-Employees will receive a 3% across the board increase, which will be split between January and July of each year of the contract.

-The parties agree, to meet prior to October 15, 2014 to discuss Wages for the remainder of the Agreement. Any agreement reached, if any will be made prior of the Agreement. If no agreement is reached within sixty (60) days of the first meeting under the paragraph then neither party is bound by the provisions of Article 3 (No Strike or Lockout) of this Agreement.

-The facility shall have the authority to adjust hire in rates based on documented long term care experience factors or labor market consideration so long as no other current employee wage is a lesser amount based on the same criteria. Facility will adjust, as necessary, and then current Employee wage to no less than the hire in rate.

ARTICLE 36

TERMINATION

This Agreement shall go into effect October 15, 2012, and shall continue in full force and effect until midnight June 30, 2018 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 early 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 representatives thereunto duly authorized.

THE REHABILITATION GROUP
D/B/A TOWNE MANOR EAST and
HEALTHCARE SERVICES GROUP, INC.,

Signing Agent for Towne Manor East

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

Henry Nicholas, President

Exhibit "A"
DUES CHECKOFF

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(c) of the Labor Management Relations Act of 1947.

Print Name_____ **Soc. Sec. No.**_____

514846v1

EXHIBIT "B"
CONSCIENTIOUS OBJECTOR

DATE:_____ TO:_____

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

_____

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

_____

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

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

Social Security Number_____

Clock Number_____

Department_____

Signature_____

Address_____

EXHIBIT "C"
CREDIT UNION CHECKOFF

District 1199C Credit Union

PLEASE PRINT

NAME_____ SOC. SEC. NO._____

ADDRESS_____ PHONE_____

CITY/STATE_____ ZIP CODE_____

EMPLOYED AT_____

DEPARTMENT_____ JOB TITLE_____

AMOUNT OF DEDUCTION_____ PER PAY PERIOD

SIGNED_____

Credit Union Check-Off Authorization

Effective Date_____

To:_____
(Name of Employer)

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

Name_____ Address_____
(print)

_____

Signature_____

Social Security Number_____ Job Title_____

EXHIBIT "D"
POLITICAL ACTION

Political Action – Protection for your future

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

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

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____

5432

Memorandum of Agreement

This agreement is entered into on December 29th 2014 by and between Town Manor East and National Union of Hospital and Health Care Employees AFSCME-AFL-CIO and its affiliate District 1199C

Wages increase across the board only

2.5 percent increase the first full pay period in January 2015

2.5% percent increase the first full pay period in January 2016

2.5 percent increase the first full pay period in January 2017

2.5 percent increase the first full pay period in January 2018

~~Both~~ /

The parties will meet 60 days prior to January 1, 2018 to negotiate starting rate for housekeeping, dietary aide, and laundry aide only.

Health Insurance

	Health Insurance Base	Health Insure Basic, opt
Single	$34.69 per pay period	$40.64 per pay period
Single + 1	118.96 per pay period	$198.76 per pay period
Family	166.33 per pay period	$254.08 per pay period

If there any changes in the current Health Insurance the parties will meet and discuss such changes.

Employee per week part time 30 hours for consideration of benefits

All part-time employee who work 30 hours shall receive health benefit negotiation

Paid committee for all lost wages

Management — Union

12/29/14

Sheila Bennett
Shauna Wilcox
Marie Antony
Billie Palmer

Towne Manor East

Absentee Control Program

Tardiness/Early Leave

A tardy occurrence is defined as being late for work for more than six (6) minutes from scheduled start time, but less than 50% of scheduled workday or leaving work more than six (6) minutes before scheduled stop time, but less than 50% of scheduled workday, without prior approval of a supervisor. The following corrective measures will be applied:

a. Upon three (3) tardy occurrences within a twelve (12) month period, a first notice will be issued
b. Upon five (5) tardy occurrences within a twelve (12) month period, a second notice will be issued
c. Upon six (6) tardy occurrences within a twelve (12) month period, a final notice will be issued
d. Upon seven (7) tardy occurrences within a twelve (12) month period, a discharge warning will be issued
e. Upon eight (8) tardy occurrences within a twelve (12) month period, the employee will be **discharged from employment.**

Absence

An absence is defined as missing more than 50% of the scheduled shift. The following corrective measures will apply:

a. Upon three (3) absences within a twelve (12) month period, the employee will receive a **first notice.**
b. Upon five (5) absences within a twelve (12) month period, the employee will receive a **second notice.**
c. Upon six (6) absences within a twelve (12) month period, the employee will receive a **final notice.**
d. Upon seven (7) absences within a twelve (12) month period, the employee will receive a **discharge warning.**
e. Upon eight (8) absences within a twelve (12) month period, the employee will be **discharged from employment.**
f. Employees will be allowed no more than two discharge warnings for attendance issues during their employment. If an employee accumulates enough occurrences to warrant a third discharge warning, the employee will be discharged from employment.

"No Call/No Show"

The failure of an employee to report to work for the full shift without calling or without ***prior approval from the DON and/or Scheduling Coordinator***, will be recorded as a "no call/no show". An employee with two no call/no shows will be discharged. The second no call/no show, no matter how much time passes since the first, will result in discharge.