

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

2507 Chestnut Street Operations LLC

d/b/a

The Belvedere Center, Genesis HealthCare

AND

NATIONAL UNION OF HOSPITAL AND

HEALTH CARE EMPLOYEES, AFSCME,

AFL-CIO AND ITS AFFILIATE

DISTRICT 1199C

July 1, 2016 – June 30, 2021

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AGREEMENT

This AGREEMENT made and entered this 1st day of July 2016, by and between **2507 Chestnut Street Operations LLC d/b/a The Belvedere Center, Genesis HealthCare** (hereinafter called the "Center") and the **NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO**, and its affiliate, **District 1199C**, with its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the Employees of the said institution, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH

WHEREAS, the Center is furnish an essential public service vital to the health, welfare, safety and comfort of the community; and

WHEREAS, the Center recognized 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 promotes and improves the mutual interests of the customers of the Center as well as of its Employees and to avoid interruptions and interference with services to customers 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

Section 1.

(a) The Center recognizes the Union as the sole and exclusive collective bargaining representative of all full time, regular part time, and pool certified nursing assistants, dietary aides, housekeeping aides, restorative aides, cooks, maintenance Employees, laundry Employees, dishwashers, receptionist, social services aides, activity aides, independent living center aides, staffing scheduler, nursing unit clerks and medical supply clerks.

(b) Excluded from the aforesaid bargaining unit are all other Employees, LPN's professional Employees, administrator, director of nursing, department heads, guards and supervisors as defined in the Act.

(c) A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which will not be unreasonably withheld.

Section 2.

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

Section 3.

All part-time Employees covered by this Agreement will be eligible for wages and benefits provided in this Agreement, unless specified in this Agreement. Such benefits will be pro-rated based on the actual number of non-overtime hours worked unless otherwise specified in this Agreement.

Section 5.

Work regularly and customarily performed by an Employee will not be performed by a student Employee, supervisor or volunteer, to the extent that it results in the layoff of the Employee. A position filled by a full-time Employee which becomes open will not be split into two (2) or more part-time positions in order to provide employment for a student Employee, and no such position will be filled by student Employees unless it cannot be filled by an Employee on a full-time basis.

ARTICLE II: UNION SECURITY

Section 1.

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

Section 2.

All Employees hired after the effective date of this Agreement will become members of the Union no later than the sixtieth (60th) day following the beginning of such employment and will thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.

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

Section 4.

Subject to the Grievance Procedure provision of this Agreement, an Employee who has filed to maintain membership in good standing as required by this Article, will, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

Section 5.

It is specifically agreed that the Center assures no obligation, financial or otherwise, arising out of this implementation of this Article, and the Union agrees that it will indemnify and hold the Center harmless from any claims, actions or proceedings by an Employee arising from the implementation of this Article.

ARTICLE III: CHECK OFF

Section 1.

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Center will, pursuant to such authorization, deduct from the wages due such Employee each month, (in equal amounts, from the first two pays in a month), starting not earlier than the first pay period beginning after the completion of the Employee's sixtieth (60th) day, and remit to the Union regular monthly dues as fixed by the Union. The initiation fee will 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 fees and/or dues schedule, the Center agrees to make the revised deduction from the Employee's pay, upon thirty (30) days written notice from the Union.

Section 2.

Upon written notice from the Union, Center agrees to remit said dues and initiation fees to the Philadelphia office of the union, as designated in said notice.

Section 3.

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

Section 4.

An 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 Center, will not be required to join and remains a member of the Union as a condition of employment.

Section 5.

Such Employee will be required as a condition of continued employment, to remit to the Sickle Cell Anemia Foundation, the Lupus Foundation, and the American Cancer Society, each a recognized and valid charity 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 will be checked off by the Center from the Employee's pay at the same time and in the same amount as initiation fees and dues are and will be remitted by the Center to the charity designated by the Employee from the above list. Such designation will be in the form of a written authorization as Exhibit B annexed hereto and made a part thereof.

Section 6.

If any such Employee who holds conscientious objections request 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 will 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;

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

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

(c) Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union will not be subject to the grievance and arbitration procedure of this Agreement.

Section 7.

The Center will 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 bargaining Agreement, or (c) layoff from work, or (d) an 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 Center will immediately resume the obligation of making said deductions, except that deductions for terminated Employees will be governed by Section 1, 4 and 5 hereof. These provisions however will not relieve any Employees of the obligations 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.

Section 8.

The Center will not be obligated to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, will have failed to receive sufficient wages to equal the dues deductions or charitable deductions.

Section 9.

Each month, the Center will 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 Employee will 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.

Section 10.

The Center agrees to furnish the Union each month with the names of newly hired Employees, including those transferred into bargaining unit positions, including those from non-bargaining unit positions, their addresses, social security numbers, classifications of work, department, and dates of hire; and as well, the names of terminated Employees, including those transferred out of the bargaining unit, together with dates of termination, and the names of Employees on leave of absence and those returning from leaves of absence. The Center will also furnish names, prior departments, and classifications of Employees promoted and/or transferred and all pertinent

information relating to the change in status of the Employee. The Center will furnish such additional information as required by the Union to administer this Agreement.

Section 11.

Upon receipt of written authorization from an Employee in the form annexed hereto as Exhibit C, the Center will, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199 Credit Union to the credit or account of said Employee. It is understood that such check off and remittance will be made by the Center wherever feasible.

Section 12.

The Center agrees to make a payroll deduction monthly from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement, and remit same to the District 1199C Political Action fund. Said authorization will be in the form annexed hereto as Exhibit D. This deduction will be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Center will remit the lump sum of all deductions to District 1199C by separate check.

Section 13.

It is specifically agreed that the Center 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 Center harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Center 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 will 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 Center, nor the Union will discriminate against any Employee covered by this Agreement on account of race, color, creed, religion, national origin, political belief, sex, sexual orientation, age or handicap.

ARTICLE V: UNION ACTIVITY

Section 1.

The authorized representative(s) of the union will have reasonable access to the Center's premises provided that the union representative gives the Center Twenty-four (24) hours advance notice, except in cases of emergencies, to confer with the Center, Delegates of the Union and/or with the Employees for the purpose of administering this Agreement. When a Union representative enters the Center premises, he/she will notify the Administrator, or person in charge, of his/her visit so that his/her activities do not interfere with customer care or the efficient operation of the Center. The Union representative will be required to enter the Center on the same basis as the general public. No more than two (2) Union representatives will visit the Center at any time, unless the parties mutually agree otherwise. The Center will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. The Union will furnish the name of the authorized representative.

Section 2.

The Center will one (1) provide bulletin boards which will be used for the purpose of posting proper Union notices. The bulletin boards will be placed conspicuously and at places readily accessible to the workers in the course of employment. Official Union notices containing no inflammatory comments may be posted.

Section 3.

A delegate will be provided necessary time off from his/her assigned schedule of work, without loss of pay, while involved in the manner provided in the grievance procedure. The delegate will advise his/her supervisor of the grievance and request time to make an appointment with the appropriate supervisor at a mutually agreeable time. The delegate will report back to his/her immediate supervisor when his/her part in the grievance has been completed.

Section 4.

An Employee who loses time from his/her assigned schedule of work while attending health and safety meetings and/or inspections will do so without loss of time or pay.

Section 5.

In the event it becomes necessary to investigate, discuss or settle grievances during working hours, the Delegates will first obtain permission from the head of his/her Department, which permission will not be unreasonably withheld, before leaving his/her place of work; the primary concern being whether there is adequate coverage of the client.

Section 6.

Union Delegates will be granted time off up to three (3) days per year with pay to attend Union seminars and other Union functions that require Delegate attendance.

Section 7

The center will set aside time during new employee orientation for a delegate selected by the Union to meet with newly hired employees to orient them to the rights and responsibilities of union membership.

ARTICLE VI: PROBATIONARY EMPLOYEES

Section 1.

Newly hired Employees will be considered probationary for a period of ninety (90) calendar days from the date of hire, excluding time lost for sickness and other leaves of absence. During or at the end of the probationary period, the Center may discharge any such Employee at will and such discharge will not be subject to the grievance and arbitration provisions of this Agreement. The Center will discuss the probationary Employee's performance with him/her prior to such discharge. If such discussion was not held, the Center will consider extending the probationary period.

ARTICLE VII: SENIORITY

Section 1. Definition

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Center; and

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

Section 2. Accrual

(a) An Employee's seniority will commence after the completion of his/her probationary period and will be retroactive to the date of his/her hire;

(b) Bargaining unit seniority and classification seniority will 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 a 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; and during sick leave of up to six (6) months.

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

(d) Temporary Employees, as defined in Article I, Section 1(b), will have no seniority during the time they occupy the status of temporary Employee, but should any temporary Employee become a permanent Employee, then seniority will be retroactive to the date of hire.

Section 3. Loss of Seniority

An Employee's seniority will be lost when he/she:

- (a) Terminates voluntarily;
- (b) Is discharged for just cause;
- (c) Is laid off for a period of six (6) consecutive months;
- (d) If the Employee accepts employment from another Employer during an approved leave of absence or worker compensation leave, without receiving prior consent from the Center to do so, which consent will not be unreasonably withheld;
- (e) Absence from work at the scheduled starting time for two (2) consecutive scheduled workdays without notification to the Center (including return from a leave of absence);
- (f) Failure to return to work within three (3) days of notice of recall (such notice will be sent via certified mail to the Employee's last know address);
- (g) If disabled and unable to work for more than six (6) months from any illness which is not a workmen's compensation illness or disability; and
- (h) Falsifying the reason for a leave of absence whether such leave is paid or unpaid.

Section 4. Application

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

(b) Classification seniority will apply for scheduling of vacations as herein provided.

Section 5. Layoff

(a) In the event of a layoff within a job classification, probationary Employees within that job classification will be laid off first without regard to their individual periods of employment. Non-probationary Employees will 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 position filled by a probationary Employee in another department which the Employee has the ability to perform, then bargaining unit seniority will prevail in assigning such Employees scheduled to be laid off to such vacant position or positions filled by probationary Employees. This provision is not intended to circumvent Section 8 of this Article; and

(c) Layoffs not limited to one department or job classification, bargaining unit seniority will apply unless a specific skill is required for a position or job classification.

Section 6. Lack of Work

In the event the Center finds it necessary to reduce the hours of work of individual members of the bargaining unit as a result of low occupancy or other "lack of work" reason, classification seniority will be applied. An Employee with greater seniority will have the option of working available shifts within their job category for the duration of such reductions due to lack of work. The Center will give adequate notice in order to assure that classification seniority can be honored irrespective of individual shifts. No bargaining unit Employees, confronted with a lack of work situation, will be limited to work only within their shift if they have sufficient seniority to work on other available shifts.

Section 7. Recall

(a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification will 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/she has the ability to do the work and if not, the next senior Employee will be recalled; and so on;

(b) Probationary Employees who have been laid off have recall privileges long as they do not conflict with the recall rights of regular full-time and part-time Employees who have been laid off; and

(c) It is agreed in principle that for the purpose of applying seniority to recall vacant positions, and layoffs, Employees in job classifications of similar types and requiring similar skills will be grouped together.

(d) A certified letter to the last known address on file will be sent to any employee who is being recalled. The Employee will have seven (7) business days upon receipt of such certified letter to respond to the Center of their intent to return. If the employee does not contact the center within seven (7) business days of their intent to return, the employee will not be considered for recall.

Section 8. Promotion

(a) Where a promotional vacancy in a bargaining unit job occurs, the Center will promote the Employee with the greatest seniority, unless as between or among the Employees who bid for the vacancy, there is an appreciable difference in their ability to do the job. Disputes under this provision will be subject to the grievance and arbitration provisions of the Contract; and

(b) An Employee who is promoted will serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she will be returned to his/her former job without loss of seniority or other benefits, excepting that he/she is discharged his/her rights will be subject to the Article XXII of this Agreement.

Section 9. Super Seniority of Delegates

All delegates of the Union will 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 will return to their regular seniority standing. Such super seniority rights apply only in cases of layoff and recall.

Section 10.

The Center will furnish to the Union and post an up to date seniority list yearly, showing the date of last employment in the Center. An Employee's standing on such list will be final unless protested to the Administrator not later than fifteen (15) calendar days after an Employee's name first appears on the list as furnished to the Union hereunder.

ARTICLE VIII: WAGES AND MINIMUMS

Section 1:

Across-The Board Wages Increases: All non-probationary employees shall receive the following minimum across-the-board wages increases effective the first (1st) full pay period after the following dates.

7/1/2016	\$0.23	1/1/2017	\$0.10
7/1/2017	\$0.23	1/1/2018	\$0.10
7/1/2018	\$0.23	1/1/2019	\$0.10
7/1/2019	\$0.23	1/1/2020	\$0.10
7/1/2020	\$0.23	1/1/2021	\$0.10

Wage Scales:

Tier 1 Employees:

Certified Nurse Aide, Geriatric Nurse Aide Assistant, Restorative Nurse Aide Specialist, Nursing Unit Clerk and Maintenance

Tier 2 Employees:

Cook, Staffing Scheduler

Tier 3 Employees:

Dietary Aide, Housekeeping Aide, Laundry aide, Dishwasher, Receptionist, Social Service Aide, Activity Aide, Independent Living Aide, Medical Supply Clerks

- Effective January 1, 2017,
 - all Employees hired on or before July 1, 2016 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 1/1/17 rates, whichever is greater; and
 - all Employees hired after July 1, 2016 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 1/1/17 rate or their hourly rate of pay on December 31, 2016, whichever is greater.
- Effective January 1, 2018,
 - all Employees hired on or before July 1, 2017 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 1/1/18 rates, whichever is greater; and
 - all Employees hired after July 1, 2017 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale

Chart 1/1/18 rate or their hourly rate of pay on December 31, 2017, whichever is greater.

- Effective January 1, 2019,
 - all Employees hired on or before July 1, 2018 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 1/1/19 rates, whichever is greater; and
 - all Employees hired after July 1, 2018 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 1/1/18 rate or their hourly rate of pay on December 31, 2018, whichever is greater.
- Effective January 1, 2020,
 - all Employees hired on or before July 1, 2019 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 1/1/20 rates, whichever is greater; and
 - all Employees hired after July 1, 2019 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 1/1/20 rate or their hourly rate of pay on December 31, 2019, whichever is greater.
- Effective January 1, 2021,
 - all Employees hired on or before July 1, 2020 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 1/1/21 rates, whichever is greater; and
 - all Employees hired after July 1, 2020 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 1/1/21 rate or their hourly rate of pay on December 31, 2020, whichever is greater.

TIER 1 EMPLOYEE WAGE SCALE CHART

YOS	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
0	\$11.60	\$11.85	\$12.10	\$12.40	\$12.70
1	\$11.90	\$12.15	\$12.40	\$12.70	\$13.00
2	\$12.20	\$12.45	\$12.70	\$13.00	\$13.30
3	\$12.50	\$12.75	\$13.00	\$13.30	\$13.60
4	\$12.80	\$13.05	\$13.30	\$13.60	\$13.90
5	\$13.10	\$13.35	\$13.60	\$13.90	\$15.00

TIER 2 EMPLOYEE WAGE SCALE CHART

YOS	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
0	\$12.65	\$12.90	\$13.15	\$13.45	\$13.75
1	\$12.95	\$13.20	\$13.45	\$13.75	\$14.05
2	\$13.25	\$13.50	\$13.75	\$14.05	\$14.35
3	\$13.55	\$13.80	\$14.05	\$14.35	\$14.65
4	\$13.85	\$14.10	\$14.35	\$14.65	\$14.95
5	\$14.15	\$14.40	\$14.65	\$14.95	\$16.05

TIER 3 EMPLOYEE WAGE SCALE CHART

YOS	1/1/2017	1/1/2018	1/1/2019	1/1/2020	1/1/2021
0	\$10.50	\$10.75	\$11.00	\$11.30	\$11.60
1	\$10.80	\$11.05	\$11.30	\$11.60	\$11.90
2	\$11.10	\$11.35	\$11.60	\$11.90	\$12.20
3	\$11.40	\$11.65	\$11.90	\$12.20	\$12.50
4	\$11.70	\$11.95	\$12.20	\$12.50	\$12.80
5	\$12.00	\$12.25	\$12.50	\$12.75	\$13.50

In the event the Center needs to adjust the minimum start rates to be competitive in the market place, the Center will notify the Union, and if requested by the Union, will meet and discuss any adjustments to the minimum start rates.

Section 2

No Employee will be hired below the minimum effective rate for his/her labor grade or classification.

Section 3

Employees, when required to work at a higher rated bargaining unit job and perform at least one (1) hour of work in said job, will be paid their rate or the minimum rate for the higher job, whichever is higher.

Section 4

If the Center 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 classifications covered by this Agreement and yet involves duties which render the Employee subject to this Agreement, the wage rate of such Employee will be determined by negotiations between the Union and the Center. If the parties are unable to agree on a wage rate, the matter will be submitted to arbitration.

Section 5

20 Year Club Offered to eligible employees on the same basis as non-represented employees at other Genesis Centers

ARTICLE IX: HOURS

Section 1.

The regular pay week for a full time Employee, will be thirty seven and one half (37.5) hours per week. For the purpose of determining an Employee's eligibility for benefits, a full time Employee is an Employee who is employed and regularly scheduled for sixty (60) hours per pay period or more. A part time Employee is an Employee who is employed and regularly scheduled to work thirty (30) hours or more per pay period, but less than sixty (60) hours per pay period. Any Employee regularly scheduled less than thirty (30) hours per pay period is not covered by this Agreement.

Section 2.

A "regular workday" will normally consist of seven and one half (7 ½) consecutive hours, exclusive of meal period. The Center will establish starting and ending time for shifts. No provision in the Article will be construed as a guarantee to any Employee of any specified number of hours worked either per day, per week or per pay period or as limiting the right of the Center to fix a reasonable number of hours of work.

Section 3.

The scheduling of weekends off will be made by the Center. Each Employee will be scheduled a minimum of every other weekend off, except those Employees receiving a greater benefit who will continue to receive same. In the case of an emergency, the least senior person on a rotation basis will be required to work on the weekend.

Section 4.

Employees scheduled for a seven and one half (7 ½) hour shift will be entitled to two (2) rest periods of fifteen (15) minutes each during their regular work day, as scheduled by the Center for each Employee. Employees scheduled to work more than four (4) hours, but less than seven and one half (7 ½) will receive one (1) such fifteen (15) minute rest period. These rest periods will be considered as time worked. Employees are to be back at their work station at the end of the fifteen (15) minute break. Employees will have the right to combine their two (2) fifteen (15) minute breaks with their unpaid lunch period, with the approval of their supervisor.

Section 5.

In the event Employees report for work on their regular shift without having been notified not to report to work, they will be provided with a minimum of four (4) hours work in any occupation designated by management that the Employee is physically able to perform, without reduction in their straight hourly rate; or they will be given four (4) hours pay at their straight hourly rate if no work is available, except in cases of Act of God in which case, the Employee will not receive reporting pay.

Section 6.

All schedules will be posted at least two (2) weeks in advance of their effective date. In the event the Center finds it necessary to change its posted work schedule, the Employees affected will be notified of such change. Employees may be permitted to switch days off with a fellow Employee, provided no overtime occurs as a result of the switch and a written notice is given to the supervisor and approved.

Section 7.

No Employees will work more than seven (7) consecutive days, unless the Employee agrees.

ARTICLE X: OVERTIME

Section 1.

The Center will assign, and by seniority, on an equitable basis, required pre-scheduled overtime among qualified Employees. Employees will be required to work overtime when necessary for the proper administration of the Center.

Section 2.

Effective 3/1/2012, employees will be paid one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) hours in a regular work week.

In return for the union agreeing to change overtime to over 40 the center will pay a one time ratification bonus of \$325 for full time employees and \$150 for part time employees. The Center will pay the ratification bonus in a separate check.

Section 3.

There will be no pyramiding of overtime.

ARTICLE XI: SHIFTS AND SHIFT DIFFERENTIALS

Section 1.

All Employees required to work on the weekend will receive a differential of (in) nursing fifty cents (50¢) and (in) dietary, housekeeping and laundry department twenty five cents (25¢) more per hour.

Section 2.

Employees will work on the shift, shifts or shift arrangements for which they were hired. The Center may change an Employee's shift only for good and sufficient reason, and any such change will apply to the Employee with the least classification seniority qualified to do the work.

Section 3.

Whenever the Employee requests a change of shift, approval of such request will not be unreasonably withheld if vacancy exists in the classification in which he/she is then working. If more than one (1) Employee applies, such change will change to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees will have preference in filing vacancies on another shift in the classification in which he is then working over new hires.

Section 4.

Overtime rates will reflect shift differential for all persons working overtime where shift differential is considered regular wages.

ARTICLE XII: HOLIDAYS

Section 1.

Employees, after their first ninety (90) days of employment, will be entitled to a total of nine (9) paid holidays within each calendar year, except as otherwise provided in Section 3 (a) below.

Section 2.

At least nine (9) such holidays specified in Section 1 above will be legal holidays, as specified below.

New Year's Day	Martin Luther King's Birthday
Labor Day	Memorial Day
Thanksgiving Day	July 4 th
Christmas Day	Easter or another religious holiday
Norman Rayford Day (August 28) – <u>effective in 2013</u>	

All full time Employees will be entitled to two (2) personal days with pay. Personal days may not be taken until after the first ninety (90) days of employment, they will accrue effective with the first day of employment. Personal days will be scheduled in advance at the Employee's option and with the approval of the Center. Once scheduled, personal days will not be canceled except in an emergency.

Section 3.

(a) Recognizing that the Center operates every day of the year and that it is not possible for all Employees to be off on the same day, the Center will have the right, at his/her sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Center agrees to distribute holidays off on an equitable basis;

(b) Full time, non-probationary Employees will be granted seven and one half (7 ½) hours pay at their regular rate for the holiday enumerated in this Article. In the event a full time Employee is scheduled to work on any of the holidays listed in this Article, he/she will either;

- (i) be paid his/her regular rate for all hours worked on the holiday plus seven and one half (7 ½) hours pay as holiday pay; or
- (ii) be allowed to take a substitute work day as a holiday, with thirty days after the scheduled holiday.

(c) If a legal holiday falls on an Employee's regularly scheduled day off, the Employee will receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the holiday;

(d) If a legal holiday falls during an Employee's vacation, at the option of the Center, the vacation will be extended by one (1) day, or the Employee will receive an extra day's regular pay or a day off with regular pay. In making the determination, Center will take into consideration the Employee's expressed preference;

(e) The day on which a holiday is legally celebrated (starting from 11 PM on the night before the holiday and ending at 11 PM on the night of the holiday) will be the day on which holiday premium pay is paid to those Employees who work on that day; and

(f) The Center agrees that the 11 to 7 shift will have the option to take the eve of a holiday as a personal or vacation day, provided coverage is maintained and the 11 to

7 shift may elect to request the eve of a holiday as their holiday provided, of course, that coverage is maintained.

Section 4.

A regular part-time Employee who works fifteen (15) hours per week or more and who has completed his/her probationary period, who work on a holiday will be paid for hours worked, plus matching holiday hours not to exceed seven and one half (7 ½) hours. A part time Employee is not entitled to holiday pay if he/she does not work the holiday.

Section 5.

Personal days may be used for any emergency and may be verified by management.

ARTICLE XIII: VACATIONS

Section 1.

Employees will be entitled to accrued vacations each year with pay as follows:

- (a) Two (2) weeks after one (1) year of service; and
- (b) Three (3) weeks after five (5) years of service; and
- (c) Four (4) weeks after ten (10) years of service

Section 2.

Vacation schedules will be established taking into account the wishes of the Employees and the needs of the Center. Each Employee's vacation period will be designated by the Center to meet the requirement of operating conditions Employees may schedule vacation time with the Center from January 1st of each new year to March 1st, on a classification seniority basis. Vacations scheduled after this time will be on a first come, first serve basis. In no case will vacations be taken in periods of less than one (1) regular work day.

Section 3.

If an illness or accident preventing work occurs prior to and extends into an Employee's scheduled vacation, the vacation will be postponed and another period assigned. If an illness or accident preventing work begins after an Employee commences his vacation, the original vacation as scheduled shall remain in effect.

Section 4.

Vacation earned during each vacation year as provided in this Article will be taken during the vacation year immediately thereafter. Vacation entitlement will not be permitted to accumulate and carry over into any subsequent vacation year, provided the Employee is given an opportunity to take his/her vacation during the year of entitlement. Employees will not be compensated for vacation time not taken, unless the Employer is unable to schedule the Employee's vacation.

Section 5.

The rate of pay for the vacation period will be the Employee's regular rate at the beginning of his/her vacation period. For Employees on a weekend premium program, the premium rate will apply.

Section 6.

An Employee may request to receive his/her vacation pay before commencing his/her vacation, provided such vacation is scheduled at least two (2) weeks in advance.

Section 7.

An employee who is terminated and who has at least one (1) year seniority will be paid out their vacation unless they are terminated for any of the following reasons:

- 1- Resignation without giving 2 weeks' notice
- 2- Gross neglect of a resident

Vacation shall be deemed earned and available only when the employees reaches his/her anniversary date. Employees are required to work their regularly scheduled hours during their two (2) week notice period, unless it is a bona fide emergency. If notice is not given as provided above, an Employee shall not be entitled to vacation pay.

Section 8.

For part time Employees, vacation entitlement will be pro-rated to the percentage of time worked during the one (1) year period in which the vacation was earned, provided no one is adversely affected in the initial change over. Example: an Employee working fifty percent (50%) of the time during the first year of work would be entitled to one and one half (1 ½) of the normally earned vacation, i.e., one week (1) week during the year starting with his/her one (1) year anniversary date.

Section 9.

Vacation may start any date of the week.

ARTICLE XIV: SICK LEAVE

Section 1.

“Sick leave” is defined as an absence of an Employee from work by reason of illness or accident which is non-work connected and is not compensable under the Workmen’s Compensation Laws of Pennsylvania. To be eligible for benefits under this Article, an Employee who is absent must notify his supervisor at least two (2) hours or more if possible, before the start of his/her regularly scheduled shift, unless proper excuse is presented for the Employee’s inability to call. Upon completion of a regular full time Employee’s probationary period, he/she will be entitled to be paid sick leave earned at the rate of eight (8) days of sick pay. Sick time will become available upon completion of a regular full time Employee’s probationary period at the end of the month during which it is earned. Sick time will be earned prorationally per month. Regular part time Employees will not be entitled to paid sick leave.

Section 2.

Employee may elect to receive each year up to six (6) days per year of bonus pay for unused sick time, payable at a rate equal to that of their regularly hourly rate (an Employee would receive one (1) day of pay for each two (2) days sold back to the Center), on the pay period following their anniversary date (to be paid in a separate pay check), or have the option to accumulate up to a maximum of thirty six (36) days of unused sick time, at no time will bonus pay for unused sick time exceed six (6) days per year.

Section 3.

Employees will not be required to furnish a doctor’s certification of illness or injury until absent for three (3) or more consecutive days. Employees who have been on sick leave also may be required to be examined by the Center’s physician, at no cost to the Employee, before being permitted to return to duty.

Section 4.

Employees will continue to earn vacation and holiday benefits while out on paid sick leave.

Section 5. On-the-Job Injury or Sickness

If an Employee is injured or becomes ill during the course of any work day and reports the injury or illness to the Center; and if, on the orders of a physician, is sent to out for medical treatment, or sent home, said Employee will be paid for the balance of the work day at his/her regular rate of pay.

The Center will furnish the Union the name of its Worker's Compensation Insurance carrier and policy number upon execution of this Agreement.

Section 6.

Unused accrued sick leave will not be paid for and is not a terminal benefit.

ARTICLE XV: PAID LEAVE

Employees, after their first ninety (90) days of employment will be entitled to paid leave as follows:

Section 1. Funeral Leave

A full time employee who has completed his/her probationary period shall be entitled to three (3) paid days of leave of absence, at the regular rate of pay, for the death of an immediate family member (father, mother, step-mother, step-father, mother-in-law, father-in-law, wife, husband, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, grandchild and legal guardian) provided the leave is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

Section 2. Jury Duty

All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty. If the Center feels that the Employee's work is essential, an excuse from jury duty will be requested. The Center will aid such Employees in securing release from jury duty.

ARTICLE XVI: UNPAID LEAVE

Employees will be eligible for unpaid leave in accordance with the following, Employees who have completed nine (9) months of service will be bound by the Center's unpaid leave of absence policy except as modified by the following terms:

Section 1. Maternity Leave

Whenever an Employee becomes pregnant, she will furnish the Center with a certificate from her physician stating the expected date of delivery. Unless medically unable to do so, the Employee will be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or the Center's Employee Health Physician certifies that she is unable to continue working. Leave for maternity

should not exceed six (6) months after delivery or termination of pregnancy. An Employee who wishes to return to work must so notify the Center in writing at the time her maternity leave commences.

Section 2. Military Leave

Employees will be granted military leave of absence in accordance with applicable law. In addition, Employees will be granted leaves of absence without pay to attend the National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

Section 3. Union Business

A leave of absence for a period not to exceed three (3) years will be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Center.

Section 4. Medical Leave

An unpaid medical leave of absence may be granted for a period of up to six (6) months. The Center has the right to verify the reason for the Employee's absence.

Section 5. Other Leaves

An Employee may request an unpaid leave of absence of up to one (1) month by submitting a written request for same and the reasons therefore to the Administrator. The unpaid leave of absence must be approved by the Administrator. The unpaid leave of absence may be extended for a period of not more than three (3) months and the extension must be in writing.

Section 6 Family/Medical Leave

In the event of 1) the "serious health condition" of an employee; 2) the "serious health condition" of an eligible "family member" or an employee, or 3) the birth, adoption or foster placement of a child with an employee; as defined by the Family Medical Leave Act of 1993, the employee will be eligible for Family/Medical Leave.

The Employee is required to submit medical evidence of a "serious health condition" within the time frames established by the Family/Medical Leave Act, in order to apply for such leave.

Eligible employees will be entitled to up to twelve (12) weeks of Family/Medical Leave in any twelve- month period.

An Employee must utilize the FMLA benefit first and if there is a greater benefit

in the contract, the employee will be entitled to the greater benefit minus any time utilized under FMLA up to twelve (12) weeks.

ARTICLE XVII: PAST PRACTICES

Section 1.

The Center shall maintain the following past practices:

- (a) Free parking;
- (b) An Employee with his/her supervisor's approval may combine one (1) or both fifteen minute (15) breaks with their lunch period.

ARTICLE XVIII: BARGAINING UNIT WORK

Section 1.

The Center agrees that supervisors who are excluded from the bargaining unit should not perform bargaining unit work except in the event of a bona-fide emergency.

ARTICLE XIX: MISCELLANEOUS

Section 1.

If a holiday falls on pay day, the Center will make a reasonable effort to pay the Employees the day before pay day.

Section 2.

All minor infractions on an Employee's personnel record will be cleared after twelve (12) months provided that the twelve (12) months period will be free of the infraction.

Section 3.

There will be a grace period for lateness of seven (7) minutes relating to Employee's pay.

Section 4.

The Center will pay for or provide physical examinations of Employees as it may require.

Section 5.

If an employee is absent on a scheduled weekend shift(s), the employee must make up the missed shift(s) within 30 days; unless, the employee has had no weekend absences in the previous twelve (12) months excluding scheduled vacations and funeral leave. If an employee misses 2 or more scheduled weekend shifts in 2 month period, the employee must make up the 2nd missed weekend and any other additional missed shifts.

Section 6.

The Center will provide to the Union, and post at the institution, once yearly an updated seniority list.

Section 7

If the Center is unable to coordinate transportation with staff when a State of Emergency is declared (and defined) by the President of the United States, Governor of Pennsylvania, or the Mayor of Philadelphia and the employee is unable to get to work, the Employee shall be permitted to access his/her vacation and/or personal days.

Section 8. New or Changed Job Classification

(a) In the event a new classification is established or an existing classification is substantially changed, the Center will assign it to an existing pay grade in the wage schedule and advise the Union of a proposed rate for the new job;

(b) The Center will provide the Union with a written job description of the new or changed classification which will describe the job contents sufficiently to identify the new duties.

(c) Upon receipt of the job description, the Union will be given an opportunity to meet with the Center's representatives, if the Union wishes to meet, to discuss the new or changed classification and the assignment of a pay rate. If the parties are unable to agree to a rate for the job, the matter may be submitted through the grievance procedure; and

Section 9. Inclement Weather or Call In

If an Employee reports to work within two (2) hours of the start of the shift he/she will be paid for the full shift.

Section 10. Trainer Rate

Any Employee required to orientate another Employee will receive a trainer's rate of seven dollars and fifty cents (\$7.50) a day in addition to their hourly rate. The trainer rate shall not apply to the Nursing department (GNAS and CNA) after 4/1/03.

Section 11: Drug Testing

Employer will implement the Genesis Drug Testing Policy. Employer agrees to furnish the union the name of the testing lab.

Section 12 Labor Management Meeting

The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, upon request of either party, meetings shall be scheduled at mutually agreeable times to take up matters of mutual concern. It is understood and agreed that grievance will be resolved through the grievance procedure.

ARTICLE XX: HEALTH AND WELFARE

Section 1.

The Center will provide the employees the same insurance benefits as the non-represented employees on the same basis and costs as non-represented employees.

Section 2.

The Center will provide its full time Employees short term disability. A life insurance policy as well will be provided in an amount equal to one time their salary rounded up to the next one thousand dollars (\$1,000.00), up to a maximum of fifty thousand dollars (\$50,000.00).

Section 3

AFLAC and Flexible Spending Accounts will be offered to employees on the same basis as non-represented employees.

ARTICLE XXI: PENSION FUND

Section 1.

Effective July 1, 1999, all eligible Employees will be eligible to participate in the Genesis HealthCare Corporation 401(K) plan.

Section 2.

An Employee is eligible to participate after he/she has completed one (1) year of service, so long as the Employee has completed at least one thousand (1,000) hours of service in this year.

Section 3.

The Center will match fifty cents (50¢) for each dollar contributed by the Employee. The maximum Center match is three percent (3%) (i.e. if the Employee contributes six percent (6%) or more percent of his/her salary the Center will match fifty cents (50¢) per dollar which would be three percent (3%).

Section 4.

An Employee may vest twenty percent (20%) after the third (3rd) year of service and twenty percent (20%) for each year thereafter. The Employee becomes fully vested after seven (7) years of service.

ARTICLE XXII: HIRING

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

Section 1.

The Center may utilize the Union's Employment Service for the recruitment and referral of qualified personnel for Center bargaining unit job vacancies and training positions, including temporary and part-time positions.

Section 2.

The Employment Service will be administered by the Union and the costs of operating the Service will be borne by the Union.

Section 3.

Notwithstanding the foregoing, the Center retains the right to hire applicants from other sources.

ARTICLE XXIII: MANAGEMENT RIGHTS

Section 1.

All management functions and responsibilities which the Center has not expressly modified or restricted by a specific provision of this Agreement are retained by and vested in the Center. More specifically, the Center reserves the right to establish and administer policies and procedures related to resident care, research training, operations, safety, services and maintenance of the Center 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 and the duties to be performed; to maintain the efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or services; to determine job content and job descriptions; to control and regulate the use of facilities, supplies, equipment and other property of the Center; to determine the number, location and operation of division, department and all other units of the Center; the assignment of work, the qualifications required and the size and composition of the work force; to subcontract or use independent contractors to perform work otherwise performed by Employees in the bargaining unit regardless of the availability of bargaining unit Employees to perform that work; and to determine the hours of work, the starting and quitting time; to make or change Center rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the Center; 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.

ARTICLE XXIV: DISCHARGE AND PENALTIES

Section 1.

The Center will have the right to discharge, suspend or discipline any Employee for just cause.

Section 2.

The Center will notify the Union in writing of any discharge or suspension within forty eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it should give written notice thereof to the Center within five (5) working days, but not later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute will be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at STEP 3 of the grievance procedures.

Section 3.

When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Delegate will be notified by the Center, and if the Employee request, the Delegate will, without loss of pay, be afforded the opportunity to consult with the Employee for a reasonable period of time at a place provided by the Center, before the Employee leaves the premises, if possible.

Section 4.

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

ARTICLE XXV: NO STRIKE OR LOCK-OUTS

Section 1.

No Employee should engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Center or any related Center.

Section 2.

The Union, its officers, agents, representatives, and members, will not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Center, or ratify, condone or lend support to any such conduct or action.

Section 3.

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Center occur, the Union, within twenty-four (24) hours of a request by the Center, will:

- (a) Publicly disavow such action by the Employees;
- (b) Advise the Center in writing that such action by Employees has not been called or sanctioned by the Union.
- (c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately; and
- (d) Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing Employees to return to work immediately.

Section 4.

The Center agrees that it will not lock-out Employees during the term of this Agreement.

ARTICLE XXVI: GRIEVANCE PROCEDURES

Section 1.

A grievance will 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 thereof, and should be processed and disposed of in the following manner.

Step 1. An Employee having a grievance and/or the Union Delegate or other representatives will take it up with the Department Head within five (5) working days after it arose or should have been known to the Employee. The Center will give its answer to the Employee and/or the Union Delegate or other representatives within five (5) working days after the presentation of the grievance in Step 1.

Step 2. 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 grievances are presented in Step 2., they will be reduced to writing, signed by the grievant and his/her Union representative and presented to the Administrator of the Center or his/her designee. A grievance so presented in Step 2. will be answered by the Center in writing within five (5) working days after its presentation.

Step 3. 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 in Step 3. A grievance will be presented in this Step to the Corporate Director of Labor, or his/her designee; and that person will 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 Hospital to answer a grievance at any Step will not be deemed acquiescence thereto, and the Union may proceed to the next Step.

Anything herein to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially in Step 2 in the first instance, within the time limit specified in Step 2.

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

Section 2.

An extension to the time limits at any step in the grievance procedure may be mutually agreed to in writing by the parties. All time limits herein specified will be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 3.

A grievance which affects a substantial number or class of Employees and which the Center's representative designated in Steps 1 and 2 lacks the authority to settle may initially be presented at Step 3 by the Union representative.

Section 4:

If the discharge of the employee results from conduct relating to a patient and the patient does not appear at the arbitration, the Arbitrator shall not consider the failure of the patient to appear as prejudicial.

ARTICLE XXVII: ARBITRATION

Section 1.

A grievance, as defined in Article XXVI, which has not been resolved thereunder may, within thirty (30) working days after the completion of Step 3 of the grievance procedure, be referred for arbitration by the Center or by the Union to an Arbitrator selected in accordance with the procedures of the American Arbitration Association (hereinafter called "AAA"). The arbitration will be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA.

Section 2. Expedited Arbitration Procedure for Discharge Cases

The parties agree that discharge cases and cases which would be nullified due to timeliness may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following procedure:

(a) Within seven (7) calendar days after receipt of the Center's Step 3 grievance procedure answer, the Union may request expedited arbitration in a discharge case only by utilizing the following procedure:

1. The Union will initially notify the Center's Administrator by telephone that it desires to proceed to arbitration in a particular

case. Within forty-eight (48) hours of such notification, the parties will agree on a hearing date that falls within thirty (30) calendar days of such notification by the Union.

2. The Union will then confirm in writing to the Center's Administrator or his/her designee that it is proceeding to submit the discharge case grievance to the AAA and will set forth the agreed-upon hearing date.
3. The Union will notify the AAA which will submit to the parties a list of Arbitrators who are available to hear the case on the agreed-upon hearing date.

(b) The Arbitrator will issue a written opinion within thirty (30) days of the close of the hearing; and

(c) All other rules and procedures of the regular arbitration procedure will be applicable to the expedited procedure.

Section 3.

The fees and expenses of the AAA and the Arbitrator will be borne equally by the parties.

Section 4.

The award of an Arbitrator hereunder will be final, conclusive, and binding upon the Center, the Union and the Employees.

Section 5.

The Arbitrator will have jurisdiction only over disputes arising out of grievances, as defined in Article XXVI, and he/she will have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

ARTICLE XXVIII: HEALTH AND SAFETY

Section 1.

There will be established a Health and Safety Committee made up of equal representation of Union and Center representatives.

Section 2.

The Center will have the right to make provisions for the safety and health of its Employees during the hours of work. All Employees will be required to observe and follow all written and posted safety rules. All Employees will be expected to report immediately any unsafe practices of which they are aware of, to Management.

Section 3.

The Center will inform Employees coming into contact with known hazardous conditions or toxic substances in the course of performing assigned duties as to the nature of the hazards and what measures, including personal protective equipment, are to be followed to avoid exposure. "Hazardous" or "toxic" should be determined by the Chief Safety Officer and/or the Safety Committee in accordance with applicable law.

Section 4.

Recommendations from the Health and Safety Committee will be taken into consideration in the formulation and administration of Center's health and safety policies and procedures.

ARTICLE XXIX: 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 contradiction of the laws or regulations of the United States or the State of Pennsylvania, such provision will 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 the Agreement will continue in full force and effect.

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 contradiction of the laws or regulations of the United States or the State of Pennsylvania, such provision will 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 the Agreement will continue in full force and effect.

ARTICLE XXX: TUITION REIMBURSEMENT

Employees will be eligible for the GHV Tuition Reimbursement program on the same basis as non-represented employees

Article XXXI: TRAINING AND UPGRADING FUND

Section 1:

Effective 07/01/2018, the Center will contribute to the Philadelphia Hospital & Health Care – District 1199C Training and Upgrading Fund (hereinafter referred to as the “Fund”) a sum equal to one and one-half percent (1.5%) of the gross payroll of all Employees in the bargaining unit covered by this Agreement, but excluding Employees who have not completed their probationary period. Such monthly payments shall be due in the Fund office on or before the fifteenth (15th) day of each month and shall be based on the previous month’s gross payroll.

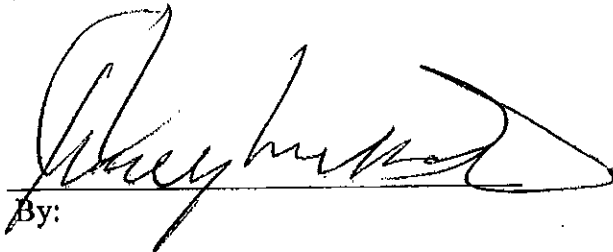
ARTICLE XXXII: DURATION

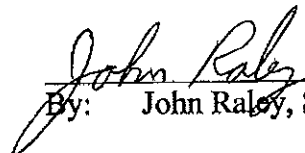
This Agreement will be in full force and effect for the period commencing July 1, 2016 and ending June 30, 2021. The Center and the Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the Center have executed this Agreement this 30th day of June, 2016.

DISTRICT 1199C
NATIONAL UNION OF HOSPITAL
AND HEALTHCARE EMPLOYEES,
NURSING AND AFSCME, AFL-CIO
CONVALESCENT CENTER

2507 Chestnut Street Operations,
LLC, d/b/a The Belvedere Center,
Genesis HealthCare


By: _____


By: John Raley, SVP of HR

Date: _____

Date: 8/25/17

Side Letter – Short Term Disability

Date: June 30, 2016

Between:

**2507 Chestnut Street Operations LLC d/b/a The Belvedere Center and,
National Union of Hospital and Health Care Employees AFSCME, AFL-CIO and
its Affiliate District 1199C**

In settlement of a Grievance regarding STD – Article XX, Section 2, the Center agrees to continue offering this benefit and to make any employee who lost access to this benefit in 2016 whole.

Union:

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

Center:

2507 Chestnut Street Operations LLC,
d/b/a The Belvedere Center

Date: 06-30-2016

By: Shelby Bennett

Date: 6/30/16

By: Traci Feeley

