

COLLECTIVE BARGAINING AGREEMENT

by and between

VOORHEES PEDIATRIC FACILITY

and

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

July 1, 2018 – January 8, 2020

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I: RECOGNITION.....	4
ARTICLE II: UNION SECURITY.....	6
ARTICLE III: CHECK-OFF.....	7
ARTICLE IV: NO DISCRIMINATION.....	10
ARTICLE V: UNION ACTIVITY, VISITATION AND BULLETIN BOARD.....	10
ARTICLE VI: HOURS OF WORK AND SCHEDULING.....	11
ARTICLE VII: WAGES (RNs and LPNs).....	14
ARTICLE VIII: WAGES (UNIT CLERKS, CNAs, ENVIRONMENTAL SERVICES EMPLOYEES, AND DIETARY WORKERS).....	15

	<u>PAGE</u>
ARTICLE IX: HOLIDAYS.....	16
ARTICLE X: VACATIONS.....	18
ARTICLE XI: DISCHARGE AND PENALTIES.....	20
ARTICLE XII: GRIEVANCE PROCEDURE.....	21
ARTICLE XIII: ARBITRATION.....	22
ARTICLE XIV: EFFECT OF LEGISLATION - SEPARABILITY.....	24
ARTICLE XV: HIRING.....	24
ARTICLE XVI: PERSONNEL PRACTICES.....	25
ARTICLE XVII: MANAGEMENT RIGHTS.....	25
ARTICLE XVIII: NO STRIKE OR LOCKOUT.....	26
ARTICLE XIX: SICK LEAVE.....	27
ARTICLE XX: SENIORITY.....	28
ARTICLE XXI: UNPAID LEAVE.....	30
ARTICLE XXII: GROUP LEGAL SERVICES FUND.....	32
ARTICLE XXIII: BENEFIT FUNDS.....	33
ARTICLE XXIV: ENFORCEMENT OF ARTICLES.....	34
ARTICLE XXV: PROFESSIONAL RIGHTS.....	35
ARTICLE XXVI: PAID LEAVE.....	36
ARTICLE XXVII: DURATION OF THIS AGREEMENT.....	36
APPENDIX "1" SIDE LETTER "1".....	38
	<u>PAGE</u>

APPENDIX "2" SIDE LETTER "2" 39

APPENDIX "3" SIDE LETTER "3" 40

EXHIBIT "A" DUES CHECK OFF..... 41

EXHIBIT "B" CONSCIENTIOUS OBJECTOR CHECK OFF..... 42

EXHIBIT "C" CREDIT UNION CHECKOFF..... 43

EXHIBIT "D" POLITICAL ACTION CHECK OFF..... 44

EXHIBIT "E" NORMAL WORKING HOURS FOR CERTAIN EMPLOYEES..... 45

THIS AGREEMENT (“the Agreement”), made and entered into as of the 1st day of July, 2018, by and between **VOORHEES PEDIATRIC FACILITY** (hereinafter called the “Employer”) and **DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES AFSCME, AFL-CIO**, with its offices at 1319 Locust Street, Philadelphia, PA 19107 (hereinafter called the “Union”), acting herein on behalf of the Employees of the said Institution, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the “Employees.”

WITNESSETH:

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

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

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

ARTICLE I: RECOGNITION

Section 1

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees in the following job classifications: All registered nurses, graduate nurses, licensed practical nurses and graduate practical nurses, nursing aides, unit clerks, environmental services employees, pool employees, and dietary workers employed by Voorhees Pediatric Facility at its Voorhees, New Jersey nursing facility, excluding supervisors as defined in the National Labor Relations Act and all other employees, and excluding temporary employees as defined in Article I, Section 4.

Section 2

Wherever the word “Employee” is used in this Agreement, it shall be deemed to mean an Employee in the bargaining unit covered by this Agreement, as defined in Section 1.

Section 3

At the time a new Employee subject to this Agreement is hired, the Union shall be afforded a thirty (30) minute time period to meet with the Employee to provide the Employee with a copy of this Agreement and to explain their rights as a member of the bargaining unit.

Section 4

Supervisors shall not do the work performed by members of the bargaining unit, except for instructional purposes or in the case of legitimate emergency. An emergency includes staff shortage resulting from absence of Employees who cannot be replaced under the terms of this Agreement. Volunteers and other non-bargaining unit persons shall not do the work performed by members of the bargaining unit except in the case of legitimate emergency. As needed for seasonal vacation needs, between May 15 and September 15 and between December 15 and January 15, temporary employees may be hired to do bargaining unit work for up to four (4) months.

Section 5

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 negotiations between the Union and the Employer. If the parties are unable to agree on a wage rate, the matter shall be submitted to arbitration. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position or change in the duties of the existing position.

Section 6

The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain all efficiency and optimum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

Section 7 Probation

Newly-hired Employees will be on probation for ninety (90) days, during which time there will be no right of grievance for discharge. Upon successful completion of probation, seniority will revert to the Employee's date of hire.

Section 8 New and Expanded Facilities

This Agreement shall apply at any location to which Voorhees Pediatric Facility may move. This Agreement shall apply to any extension of Voorhees Pediatric Facility and to any facility under its principal direction and control.

Section 9 Subcontracting

The Employer will subcontract the work of a department only if the subcontractor agrees to be bound by the provisions of this Agreement.

Section 10 Definition of "Pool Employees"

"Pool employees" are those Employees with no set schedule and employed pursuant to the CBA, consistent with CBA.

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, shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 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.

Section 3

All Employees hired after the effective date of this Agreement shall become members of the Union no later than the thirtieth (30th) 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.

Section 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.

Section 5

Subject to Article III, Section 4, an Employee who has failed to maintain membership in the Union in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

Section 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 III: CHECK-OFF

Section 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. One-half (1/2) of the amount of the monthly dues shall be deducted on each of the first two pay days of each month. 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.

Section 2

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

Section 3

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

Section 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.

Section 5

Such Employees shall be required, as a condition of continued employment, to remit to the Lupus Foundation, to the Sickle Cell Anemia Foundation or to 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 above list. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B."

Section 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 Employer's

behalf, the Union is authorized to charge the Employee the reasonable cost of using such procedure.

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

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

Section 7

The Employer shall be relieved from making such "check-off" deductions upon: (a) termination of employment; (b) transfer to a job other than one covered by the collective bargaining agreement; (c) layoff from work; (d) agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or 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 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, above.

Section 8

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

Section 9

The Employer shall remit to the Union, each month, 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, and the last four digits of their Social Security numbers, from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted. In addition, the Employer shall forward to the Union, each month, a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 5 hereof, together with the amount deducted for each Employee.

Section 10

The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, the last four digits of their Social Security numbers, classifications of work, dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave of absence.

Section 11

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first 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 or a credit union designated by the Union to the credit or account of said Employee. It is understood that such check-off remittance shall be made by the Employer whenever available.

Section 12

The Employer agrees to make a payroll deduction once a month from an Employee's pay for the District 1199C Political Action Fund. This deduction shall be made once a month for those Employees in the bargaining unit authorizing the deduction. Said authorization shall be in the form annexed hereto as Exhibit "D." The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

Section 13

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 credit union, or to the charity or 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 credit union, or the charity as the case may be. The Union undertakes to notify the Employer of the revocation or expiration of any check-off authorization.

ARTICLE IV: NO DISCRIMINATION

Section 1

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, age, veteran status, disability, sexual preference or Union activity or non-activity (except as in Article II).

ARTICLE V: UNION ACTIVITY, VISITATION AND BULLETIN BOARD

Section 1

Union staff representatives shall have access to the Employer's premises as necessary for the purpose of administering the bargaining unit, after announcing their presence to the Administrator. Staff representatives will not unduly interfere with the operations of the facility.

Section 2

Delegates shall have the right to investigate and otherwise prepare and process grievances and to be present at all disciplinary proceedings on their own time when feasible and on work time when necessary.

Section 3

The Employer shall try to provide appropriate meeting space upon request of the Union. The Union shall endeavor to make such request adequately in advance.

Section 4

The Employer shall provide one (1) locked enclosed bulletin board for the exclusive use of the Union. Such bulletin board shall be located in a place readily accessible to Employees in the course of their employment, next to the time clock.

Section 5

The Employer will schedule delegates so as not to interfere with regularly-scheduled Delegate Assembly Meetings of which the Employer has notice, without loss of pay.

Section 6

The Employer shall pay delegates of the Union an aggregate of one hundred twenty (120) hours per contract year to attend to Union business away from the facility. Unused hours shall be carried over to the next year. Advanced notice shall be provided to the Employer.

ARTICLE VI: HOURS OF WORK AND SCHEDULING

Section 1

The normal work week shall be defined as the period of time beginning and ending at 7:00 a.m. on Wednesday.

Section 2

- a) The Employer shall have the right to schedule and determine shifts, as the Employer deems necessary in accordance with patient care needs, subject to the restrictions set forth below. The Employer shall have the right to determine the number of Employees per shift and the job classifications necessary to man said shifts. For the avoidance of doubt, the Employer shall have the right to staff said shifts with RNs, LPNs, or CNAs as the Employer deems appropriate. Approved leave shall be adjusted to match the newly implemented schedule.
 1. RNs, LPNs, and CNAs will be scheduled for twelve (12)-hour shifts from 7:00 a.m.-7:00 p.m. (except for Range of Motion CNAs, Unit Clerks, Medical Day Care and Bancroft).
 2. RNs, LPNs, and CNAs will be scheduled to work every third weekend (except for Range of Motion CNAs, unit clerks, Medical Day Care, Bancroft and nurses scheduled to work weekends only).
 3. Nurses working twelve (12)-hour shifts will not be scheduled to more than three (3) consecutive days.
- b) The Employer shall endeavor to schedule employees for twenty-four (24) hours or thirty-six (36) hours per week. However, this shall not be construed as a guarantee of work.
- c) In the event the Employer is not able to schedule employees for twenty-four (24) hours per week, it will engage in a lay-off based on seniority (provided that such lay-off is permitted pursuant to Article XX, Section 6 of the Agreement). Any nurse whose hours are reduced from full-time to part-time may elect to be laid off.
- d) Ten (10) nurses, five (5) from the day shift and five (5) from the night shift, in addition to the charge nurses, will have the right to choose not to work weekend shifts. Nurses will be entitled to bid for weekends off based on seniority. The Employer shall have the right to fill vacant weekend shifts with part-time Employees and then pool employees to mitigate overtime expense.
- e) The employer will give employees no less than six (6) weeks' notice of any schedule changes, except in the case of a bona fide emergency.
- f) Employees shall have the right to bid for shifts based on seniority by classification. Prior to implementation, nurses will be able to bid, based on seniority and classification, for all

shifts (including Medical Day Care and Bancroft, but excluding Range of Motion CNAs and Unit Clerks).

- g) The normal workday for nursing aides, unit clerks, environmental services employees, and dietary workers shall be for the number of hours specified for those shifts set forth in Exhibit "E." Those shifts shall continue except that the Employer shall have the right to change starting and stopping times of a shift for a maximum of one (1) hour for good and sufficient operational reasons. Changes of starting times shall be in accordance with seniority within the classifications and shifts affected.

Section 3

Employees shall maintain their current shifts, unless they elect to exercise their rights under the promotion and transfer provisions of this Agreement.

Section 4

Employees shall receive one (1) paid 15-minute break and one (1) 30-minute meal break during each shift worked, as heretofore.

Section 5

Completed schedules shall be posted at least two (2) weeks in advance to cover a four (4)-week period. After posting, no Employee's schedule will be changed without his or her consent (or consistent with this Agreement).

Section 6

The Employer will publish schedules providing adequate staffing levels, two (2) weeks in advance for each four (4)-week period. Each schedule will:

- a) Give each full-time Employee twenty-four/thirty-six/forty (24/36/40) hours each week, as appropriate, and each part-time Employee the number of hours for which he or she was hired;
- b) Schedule no one for more than five (5) successive days of work except with the Employee's consent; and
- c) The Employer will endeavor not to assign nurses to cover patients outside of the unit that the nurse has been assigned to for that shift unless operational needs require the Employer to do so. Operational needs as used in this subsection shall be determined in the Employer's sole and exclusive discretion.

Section 7

Prior to, and after, publication of the schedule, the Employer will consult sign-up sheets which will be posted in consecutive two (2) week increments (three times per schedule) on which each employee desiring additional hours will indicate his or her desire. Separate sheets shall be posted, and subsequently used, for RNs and LPNs (including Bancroft and Medical Day), nursing aides, unit clerks, environmental services employees, and dietary workers. Prior to, and after publication of the schedule, additional work will be offered first to part-time employees, in seniority order, to bring them up to forty (40) hours per week, and then to full-time employees, in seniority order, to bring them up to forty (40) hours per week. It is understood that the employer is not required to award a shift if the total hours in the shift results in the employee exceeding the forty (40) hour threshold.

After the above process has been followed, the remaining available hours shall be offered to pool employees. However, if a pool employee is scheduled for a day(s) that a part-time or full-time Employees has signed up for, within the parameters of the first paragraph, the pool employee will be cancelled.

All temporary positions will be posted. For a part-time or full-time employee who is awarded the position, said employee will go back to their original position at the end of the leave.

The Employer shall have the right to require the least-senior Employees, in reverse seniority year, to work additional hours or overtime, whichever applies, where a problem arises:

- a) Because of Employee-initiated changes.
- b) Because of bona fide terminations.
- c) Because of an Act of God.

Section 8

All twelve (12)-hour shift Employees shall receive premium pay (1 1/2 times regular pay) for all hours worked on holidays.

Section 9

Employees shall be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) hours in a week or twelve (12) hours in a day. Employees shall be considered full time who are regularly paid for thirty-two (32) hours or more per week.

Section 10

Effective July 1, 2008, Employees scheduled to work three (3) twelve (12)-hour shifts per week shall receive six (6) sick days per year.

Section 11

Requests by RNs, LPNs and CNAs to switch shifts that have been published on the schedule shall be approved by a nurse manager/supervisor, if the following qualifications are met:

- No increase in cost;
- Regulatory requirements are met (minimum staffing requirements/skill mix); and
- Required resident care needs fall within the scope of practice of the nurse/CNA.

Section 12

The Employer has the right to use pool employees 365 days each year. The Employer will not use pool employees to reduce the number of available full and/or part-time positions.

ARTICLE VII: WAGES (RN and LPN)

Section 1

The following job rates shall apply as of July 1, 2018 for all RNs, which includes a 2.5% wage increase effective July 1, 2018:

Shift Name	Shift	Hours	Pay Rate
Bancroft	8am-4pm (approx.)	40 hrs / week	\$33.472
RN-Weekday	7am-7pm	36/24/12 hrs / week	\$38.067
	7pm-7am	36/24/12 hrs / week	\$40.552
RN-Weekend Only	7am-7pm	24 hrs / week	\$45.519
	7pm-7am	24 hrs / week	\$49.246
Medical Day	8am-5pm (approx.)	40 hrs / week	\$35.709

Section 2

The following job rates shall apply as of July 1, 2018 for all LPNs, which includes a 2.5%

wage increase effective July 1, 2018:

Shift Name	Shift	Hours	Pay Rate
LPN-Weekday	7am-7pm	36/24/12 hrs / week	\$31.857
	7pm-7am	36/24/12 hrs / week	\$33.099
LPN-Weekend Only	7am-7pm	24 hrs / week	\$37.447
	7pm-7am	24 hrs / week	\$40.055
Medical Day	8am-5pm (approx.)	40 hrs / week	\$29.994

Section 3 Longevity Differential

Effective July 1, 2008, Employees with twenty-three (23) years of service shall receive a \$1/hour differential. Effective July 1, 2009, the threshold for such amount shall be reduced to twenty (20) years.

**ARTICLE VIII: WAGES (UNIT CLERKS, CNAs,
ENVIRONMENTAL SERVICES EMPLOYEES, AND DIETARY WORKERS)**

Section 1

The following job rates (after probation) shall apply as of July 1, 2018, for all unit clerks, CNAs, environmental services employees, and dietary workers, which include a 2.5% wage increase effective July 1, 2018:

Shift Name	Shift	Hours	Pay Rate	Differential
Unit Clerk	8am-4pm (approx.)	40 hrs / week	\$17.246	
Nursing Aide/CNA	7am-7pm	36/24/12 hrs / week	\$17.233	+50¢ for 3pm-7pm.
	7pm-7am	36/24/12 hrs / week	\$17.233	+50¢
Envir. Servs.	8am-4pm (approx.)	40 hrs / week	\$14.991	

Dietary	8am-4pm (approx.)	40 hrs / week	\$14.991	

Section 2

New employees may be hired at ten cents (10¢) below the applicable job rate. They shall be moved to the job rate upon completion of the probationary period.

Section 3

If the Employer hires a new employee at a rate of pay higher than any member of the same classification, then any Employee in the classification making less than that rate shall be raised to the rate of the new employee.

Section 4

Uniform allowances will be as follows:

- Environmental Services: \$100, plus \$35 for shoes
- Dietary: three (3) gender-appropriate shirts, three (3) pairs of pants, one (1) jacket and \$25 for shoes
- CNAs/Unit Clerks: \$125

ARTICLE IX: HOLIDAYS

Section 1

- a) All non-probationary RNs and LPNs working thirty-two (32) hours or more per week shall be entitled to the following paid holidays:

New Year's Day	Independence Day
Good Friday	Labor Day
Memorial Day	Thanksgiving Day
	Christmas Day

- b) All non-probationary Unit clerks, Nursing Aides, Environmental Services Employees, Dietary Workers regularly working thirty-two (32) hours or more per week shall be entitled to the following paid holidays:

New Year's Day	Independence Day
Martin Luther King Jr.'s Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Section 2

Personal days for RNs and LPNs will accrue at the rate of one (1) day each three (3) months, up to a total of four (4) days per calendar year. Personal days for nursing aides, unit clerks, housekeepers and dietary workers shall accrue at a rate of one (1) personal day each four (4) months, up to a total of three (3) days per calendar year. Employees shall request personal days in writing as early as possible. Those requested at least seven (7) days in advance will not be unreasonably denied. Effort will be made to grant requests for personal days with less notice. Not more than three (3) unused personal days may be accrued.

Section 3

If an Employee works a holiday, he or she shall be paid one and one-half (1 1/2) his or her regular rate of pay and receive an additional day off with pay. Such days off shall be scheduled according to the same procedure which applies to personal days.

Section 4

If a full-time Employee's regularly scheduled day off falls on a holiday, he or she shall receive either holiday pay or an additional day off, at the Employee's request. Any such day off shall be scheduled according to the same procedure which applies to personal days.

Section 5

Employees shall be scheduled off on holidays on an equitable rotating basis. The Employer will not schedule Employees to work two (2) consecutive holidays. Employees in the same classification who mutually agree to exchange shifts or days off for holidays may do so by giving at least twenty-four (24) hours advance written notice to their supervisors, provided the switch does not result in additional overtime liability.

Section 6

Holiday pay and personal day pay shall be at an Employee's regular rate of pay.

Section 7

An Employee who, without advance excuse or proven illness, is absent on his or her regularly scheduled shift preceding, or on his or her regularly scheduled shift following, a holiday will forfeit the holiday pay.

Section 8

Holidays, but not personal days, shall be considered as time worked for the purpose of calculating overtime.

Section 9

Employees regularly working sixteen (16) or more hours per week, but less than thirty-two (32) hours per week, shall receive half benefits for holidays and personal days.

Section 10

Holidays for the 11:00 p.m. to 7:00 a.m. shift shall be celebrated on the eve of the holiday.

Section 11

Employees working twelve (12)-hour shifts will not be required to work more than three (3) consecutive holidays.

Section 12

The Employer agrees that Employees shall be eligible to take accrued vacation time the first of the month of the Employee's yearly anniversary.

ARTICLE X: VACATIONS

Section 1

Employees shall be entitled to vacation based on the following schedule:

<u>Seniority</u>	<u>Entitlement</u>
6 months	One (1) week (to be charged against first year's entitlement)
1 year	Two (2) weeks
5 years	Three (3) weeks
10 years	Four (4) weeks
15 years	Five (5) weeks

Section 2

Vacation may be taken in full-day or greater portions of the total entitlement, but may not be taken more than twelve (12) months after it accrues.

Section 3

If a holiday falls within an Employee's scheduled vacation, that day will not be charged against his or her vacation entitlement.

Section 4

Vacations will be scheduled at the Employee's request. The Employer shall only restrict that approval of vacation requested to the degree required for operation of the facility. Vacation requests for the summer months (June, July, August, September) shall be made prior to February 15 and acted upon by March 1. A second request for those denied their first request will be established on March 7 and acted on by March 14. Vacation requests for the month of December shall be made prior to November 1 and acted upon by November 14. Conflicts in vacation requests shall be resolved by seniority.

Section 5

Part-time Employees shall be entitled to a pro-rata portion of the total vacation entitlement, based on hours worked during the two (2) preceding payroll quarters.

Section 6

An Employee whose employment is discontinued for any reason shall receive vacation pay at the time of termination for any unused vacation.

Section 7

An Employee may receive his or her vacation paycheck prior to taking vacation, at the Employee's option, provided sufficient notice is given. The check will be at wage rates as of the time of preparation; any increase necessary to comply with section 8 of this Article will be adjusted promptly.

Section 8

Vacation pay shall be at an Employee's regular rate of pay, including any weekend differential, at the time the vacation is taken.

Section 9

If sick leave or other authorized leave of absence extends into an Employee's scheduled vacation, the vacation will be postponed and another period chosen by the Employee in accordance with the above provisions.

Section 10

Vacation shall be considered as time worked for the purpose of calculating overtime.

Section 11

An Employee on layoff will accrue, if he or she returns to work, credit toward vacation of the lesser of sixty (60) days or the length of the layoff.

Section 12

The Employer will post current vacation accrued on a quarterly basis.

Section 13

In lieu of vacation, Employees may elect to receive vacation pay at straight time of their hourly rates.

Section 14

If Medical Day is closed due to inclement weather, the Employees that work there shall be given the option of using vacation time or not being paid, provided the Employee notifies his or her supervisor of such an election on the next scheduled work day the Employee actually works.

ARTICLE XI: DISCHARGE AND PENALTIES

Section 1

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

Section 2

The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within seven (7) calendar days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance procedure.

Section 3

All time limits herein specified ending on a Saturday, Sunday or holiday shall be extended to the next weekday.

ARTICLE XII: GRIEVANCE PROCEDURE

Section 1

A "grievance" shall be defined as a complaint of one or more employees or the Union, 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 1 Within seven (7) calendar days (except as provided in Article IX - Discharge and Penalties), an Employee having a grievance and/or his or her Union delegate shall take it up with his or her immediate supervisor. The Employer shall give an answer to the Employee and/or Union delegate within forty-eight (48) hours after the presentation of the grievance in Step 1.

Step 2 If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2. The grievance shall be reduced to writing, signed by the grievant and/or his or her Union representative or delegate and presented to the department head. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

Step 3 If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the Employer's Home Administrator or representative designated by the Employer, or his or her designee; and the Home Administrator or his or her designees shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

Voluntary Step 4 If the grievance is not settled in Step 3, the grievance may, within five (5) working days after the answer in Step 3, be presented in Step 4. A grievance shall be presented in this step to the Federal Mediation and Conciliation Service; and a federal mediator shall, as soon as reasonably practicable, attempt to resolve the grievance through voluntary mediation with the parties. For the avoidance of doubt, Step 4 is a voluntary step, meaning that any grievance that is not settled in Step 3 may either be presented in Step 4 or referred to arbitration in accordance with the procedures set forth under Article XIII of this Agreement. If a grievance that is not settled in Step 3 is presented in Step 4, the right of the Union or the Employer, as appropriate, to refer the grievance to arbitration in accordance with the procedures set forth under Article XIII of this Agreement shall be held in abeyance during the pendency of any mediation conducted under Step 4.

Section 2

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.

Section 3

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

Section 4

All time limits herein specified ending on a Saturday, Sunday or holiday shall be extended to the next business weekday.

Section 5

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

Section 6

The Employer shall have the right to file a grievance under this Agreement.

ARTICLE XIII: ARBITRATION

Section 1

A grievance which has not been resolved may, within thirty (30) working days after completion of Step 3 (or Voluntary Step 4, if utilized) of the grievance procedure, be referred to arbitration by the Union or the Employer to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 2

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3

The Award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

Section 4

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Article X - Grievance Procedure, and he or she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

Section 5 Expedited Arbitration for Discharge Cases Only

The parties agree that discharge cases may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following rules:

- a) Within seven (7) calendar days after receipt of the Employer's answer to the Step 3 grievance procedure, the Union may request expedited arbitration in a discharge case only by utilizing the following procedure:
1. The Union initially shall notify the Administrator by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties shall agree on a hearing date within thirty (30) calendar days of such notification by the Union.
 2. The Union will then confirm in writing to the Employer's Director of Personnel or his/her designee that it is proceeding to submit the discharge grievance to the American Arbitration Association and will set forth the agreed-upon hearing date.
 3. The Union shall notify the American Arbitration Association, which shall submit to the parties a list of arbitrators who are available to hear the case on the agreed-upon hearing date.
- b) The arbitrator shall issue a written opinion within thirty (30) days of the close of the hearing.
- c) All other rules and procedures of the regular arbitration procedure shall be applicable to the expedited procedure.

ARTICLE XIV: EFFECT OF LEGISLATION - SEPARABILITY

Section 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, rules 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 State of New Jersey, 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 XV: HIRING

Section 1

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

- a) The Employer shall utilize the Union's Employment Service as part of its recruitment of qualified personnel for bargaining unit job vacancies.
- b) The Employer shall notify the Union's Employment Service of all bargaining unit job

vacancies and shall afford the Service twenty-four (24) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

- c) The Employment Service shall be administered by the Union and the costs of operating the Service shall be borne by the Union.
- d) Notwithstanding the foregoing, the Employer retains the right to hire or not to hire applicants referred by the Employment Service, in its sole discretion. The Employer also retains the right to hire applicants from other sources in the event the Employment Service does not, within such twenty-four (24) hour period, refer applicants who are qualified in the Employer's sole discretion.
- e) The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of patients.
- f) The Employer shall endeavor to provide hiring preference to current bargaining unit members who are attempting to transition upward to a higher classification position within the bargaining unit—subject to the bargaining unit member possessing the requisite skill, ability and credentials for such transition. For the avoidance of doubt, this provision shall not be applied to bargaining unit members attempting to transition to a lateral position within the bargaining unit.

ARTICLE XVI: PERSONNEL PRACTICES

Section 1

Minor infractions on an Employee's record shall be cleared after one (1) year, if there are no infractions during that year.

Section 2

The Employer will make provisions for the safety and health of the Employees.

Section 3

A Health and Safety Committee, consisting of four (4) members of management and four (4) Union members shall be established and meet quarterly or more often if necessary.

ARTICLE XVII: MANAGEMENT RIGHTS

Section 1

Except as this Agreement otherwise provides or restricts, the Employer retains exclusive rights to management, functions and responsibilities. More specifically, the Employer reserves the

rights: to establish and administer policies and procedures related to patient care, research, education, training, operations, services and maintenance of the Employer, to new and improved working methods or facilities or procedures or equipment, regardless of whether or not the same cause a reduction in the working force; to carry out the ordinary and customary functions and responsibilities of management; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote and transfer; to lay off or recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classifications; to determine operations or services; to determine staffing ratios, plans and areas worked; to control and regular the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operation of any and all divisions, departments and any and all other units of the Employer; to determine the assignment of work, the qualifications required, and the size and composition of the work force; to determine and assign all personnel to such duties which are consistent with good patient care and with management responsibilities, rights and functions; to make or change the Employer's rules, regulations, policies and practices, and otherwise generally to manage the Facility; to obtain and maintain full operating efficiency and optimum patient care; and in all regards to direct the work force of Employees.

Section 2

The Union recognizes the right of the Employer to make such reasonable rules and regulations as do not conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the institution and, after advance notice thereof to the Union and the Employees, to require compliance therewith by Employees; the Union reserves the right to question the reasonableness of such rules and regulations through the grievance procedure.

ARTICLE XVIII: NO STRIKE OR LOCKOUT

Section 1

No Employee shall engage in any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott or other interference with the operations of Employer.

Section 2

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Facility 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, slowdown, cessation or stoppage or interruption of work, boycott, or

other interference with the operation of Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- a) Publicly disavow such action by the Employees;
- b) Advise Employer 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;
- d) Post notices at Union bulletin boards advising that it disapproved such action and instructing Employees to return to work immediately; and
- e) Take other steps reasonably calculated to terminate such action.

Section 4

Employer agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE XIX: SICK LEAVE

Section 1

- a) RNs and LPNs, nursing aides, unit clerks, environmental services employees and dietary workers regularly working thirty-two (32) hours or more shall continue to accrue one (1) sick day per month to a maximum of ten (10) days per calendar year.
- b) Sick leave shall be accrued, but not used during probation. No more than three (3) times per year, Employees may use sick leave for the first day of illness and thereafter, except that sick leave may be used, up to the full accrual on the first day for illness in the family, for previously-scheduled medical appointments, or in the event of hospitalization.

Section 2

Part-time Employees shall be entitled to a pro-rated portion of the total sick leave entitlement.

Section 3

Sick leave may be accumulated up to thirty-six (36) days.

Section 4

Whenever possible, Employees shall notify the Employer at least two (2) hours before the start of their shift, if they are going to call out sick. Exceptions will be made for emergencies. In order to facilitate proper staffing, Employees are encouraged to notify the Employer as soon as possible in the event of illness. This provision shall not be abused.

Section 5

In the event that an Employee becomes eligible for benefits under the New Jersey Workers' Compensation Law, due to illness or injury as a result of employment, the Employee may use his or her accumulated sick leave during the first seven (7) days of time lost due to such illness or injury.

Section 6

The Employer shall furnish the Union with the name of its Workers' Compensation insurance carrier and policy number upon execution of this Agreement.

Section 7

All payments for sick leave shall be made from the first day of absence.

Pay for any day of sick leave shall be at the Employee's regular pay. However, in the event that an Employee's illness extends beyond seven (7) consecutive days, then the Employer will pay to the Employee, to the extent of any sick day to which the Employee is entitled, one-third (1/3) of a day's pay to supplement disability benefits paid under the Union benefit fund, which amounts to two-thirds (2/3) of a day's pay, to make a total of one (1) full day's pay.

When a bargaining unit Employee is out of work due to an injury or illness, after he or she has exhausted disability benefits, and still has accrued sick leave, this sick leave accrual may be used.

Section 8

If an Employee needs to leave work because he or she is sick, the Employee will only be paid for all hours that the Employee actually worked prior to his or her departure. Staff will be allowed to use sick time, if desired, to compensate for any missed time.

Section 9

In the first pay period of January and July, Employees may sell back a portion of their accumulated sick leave in excess of twenty-four (24) days.

Section 10

Upon termination, an Employee will be paid for all accumulated sick leave in excess of twenty-four (24) days.

ARTICLE XX: SENIORITY

Section 1

Bargaining unit seniority shall be defined as the total length of time an Employee has been employed by the Employer, plus any time employed by Lakewood of Voorhees immediately prior to the date hereof.

Section 2

- a) An Employee's seniority shall commence upon completion of probation, and shall be retroactive to his or her date of hire.
- b) All seniority shall accrue during a continuous authorized leave of absence provided that the Employee returns to work immediately following the expiration of such leave; during an authorized leave of absence with pay; during a period of sick leave; and during layoff.

Section 3

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

Section 4 Promotion and Transfer

- a) Vacancies within the bargaining unit will be posted to the bargaining unit for at least five (5) consecutive days, including at least one (1) weekend day. If two (2) or more Employees bid for any vacancy, the most senior Employee who bids for the vacancy will be transferred to fill the vacancy, provided he or she has the ability to fill the job requirements. If one (1) qualified Employee bids, he or she will be given the job. Employees in job titles in each of the following groups may exercise their seniority for the purpose of this section within that group:
 - (i) RNs and LPNs
 - (ii) Unit Clerks, Nursing Aides, Environmental Services Workers, and Dietary Workers.
- b) The Employer shall not be required to promote more than one (1) LPN to RN per year for a maximum of three (3) during the life of this Agreement.

Section 5

There shall be no lay-offs during the life of this Agreement as long as census remains over

ninety-five percent (95%). Full census shall be considered one hundred percent (100%). If the census drops, proportioned layoffs can take place when census drops by increments of five percent (5%).

Section 6 Layoff

In the event the census drops below ninety-five percent (95%), the Employer shall initiate a layoff only for economic reasons. In the event of layoff, the Union and Employees directly affected will be given at least seventy-two (72) hours' notice, weekends and holidays excluded. Layoffs (and recall, as set forth in Section 7 below) may be initiated within the following groups in the fashion described below:

- (I) RNs and LPNs
- (II) Unit Clerks, Nursing Aides, Environment Services Workers, and Dietary Workers.
 - (a) Temporary employees will be terminated first.
 - (b) Probationary employees will be laid off next.
 - (c) Non-probationary Employees, beginning with pool employees, will be laid off by classification in reverse order of seniority (subject to physical ability to do the work required). Required shift reassignment shall be in accordance with seniority.
 - (d) Union delegates shall be the last laid off in their classification and shift, irrespective of their date of hire.

Section 7 Recall

- (a) Recall rights shall be for the lesser of one (1) year or the Employee's length of service.
- (b) Recall from layoff will be by classification in reverse order of layoff (subject to physical ability to do the work required).
- (c) Notice of recall shall be by certified mail, sent to the Employee's last-known address.
- (d) Employees shall be required to respond within five (5) days of receipt of notice and shall return to work no later than two (2) weeks after receipt of notice.

ARTICLE XXI: UNPAID LEAVE

Section 1 Family and Medical Leave

The Family and Medical Leave Act ("FMLA") does not abridge the terms of family or medical leave provisions in the New Jersey Family Leave Act ("NJFLA") or medical leave provisions in this Collective Bargaining Agreement (CBA). Conversely, this Collective Bargaining Agreement may not abridge an Employee's rights under the FMLA or the NJFLA. Therefore, to the extent that the FMLA, the NJFLA and this Collective Bargaining Agreement are applicable, the Employer will comply with the provision(s) that gives the Employee the greater benefit.

To the extent that leave taken qualifies under federal, state and collective bargaining agreement family leave provisions, leave time taken by the Employee will count against all three (3) provisions.

Section 2 Medical Leave

Whenever an Employee shall become ill, injured or disabled, he or she shall furnish the Employer with a certificate from his or her physician. Medical leave shall be granted for a period of up to twelve (12) months. The Employer, in its discretion, may require periodic call-ins (no more frequently than every two (2) weeks) and examination by the Employer's physician (at its expense). Upon proof of cure, the Employee shall be entitled to return to his or her former position on the same shift.

Section 3 Maternity Leave

Whenever an Employee shall become pregnant, she shall furnish the Employer with a certificate from her physician stating her expected date of delivery. She shall be permitted to work through the term of her pregnancy, subject to her ability to do the job and subject to approval of her physician. Leave shall be granted for a period of up to six (6) months after delivery. The Employee shall be entitled to return to her former position or an equivalent position on the same shift.

Section 4 Personal Leave

Employees shall be entitled to leaves of absence for other good reasons in the Employer's discretion. Employees shall be entitled to return to their former positions or equivalent positions on the same shift.

Section 5 Union Leave

Employees shall be entitled, once during the term of this Agreement, to leaves of absence of no more than three (3) years to accept a full-time position with the Union. Employees shall be entitled to return to their former positions or equivalent positions on the same shift.

Section 6 Military Leave

Leaves of absence for the performance of duty with the United States Armed Forces or with a Reserve component thereof shall be granted to Employees. Employees shall be entitled to return to their former positions or equivalent positions on the same shift.

Section 7

Employees on disability leave or maternity leave shall accrue vacation and sick leave for the first sixty (60) days of the leave. Employees on other leaves shall have no accrual.

Section 8

The Employer shall have the right to hire a maximum of three (3) employees to work as RNs or LPNs to replace Employees on leave. At the conclusion of the leave, the Employer may reassign these "float" employees to fill in at another position created by another leave only at the conclusion of the expired leave.

Section 9

Leave of absence requests will be processed by payroll within five (5) business days.

ARTICLE XXII: GROUP LEGAL SERVICES FUND

Section 1

Effective January 1, 2005, the Employer shall contribute monthly to the Trustees of the District 1199C, National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as "Group Legal Services Fund") a sum of ten cents (10¢) per hour per Employee for all hours paid for all Employees covered by this Agreement who have satisfactorily completed their probationary period.

Section 2

Such payments by the Employer shall be made monthly based on the previous month's payroll. Contributions so received by the Trustees shall be used to provide Employees with legal services and related benefits, as the Trustees of said Fund may from time to time determine.

Section 3

The Trustees of the Group Legal Services Fund shall be composed of an equal number of representatives designated by the Union and by the employers which contribute to the Fund. The Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration, as provided elsewhere in this Agreement.

Section 4

Payments shall be made no later than the tenth (10th) day of the month following the day on which the payroll period for the preceding month is concluded. Together with the periodic payments herein provided, the Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Fund.

Section 5

An independent audit of the Group Legal Services Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer. The Employer agrees to make available to the Group Legal Services Fund any such records of Employees as names, classifications, dates of hire, hours of work, Social Security numbers, accounts of payroll and/or wages paid, and dates of termination or leave which the Fund may require in connection with the sound and efficient administration of the Fund or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

Section 6

The Group Legal Services Fund shall be operated at all times pursuant to the provisions of Section 302 of the National Labor Relations Act, as amended, and all prevailing federal and state laws as well as the canons of professional ethics governing the operation of group legal service programs. No funds contributed by the Employer pursuant to this Article shall be used to finance litigation by Employees of the Employer against the Employer or the Union.

Section 7

Any dispute which may arise between the parties as to a claim that any payment to the Fund under this Article is overdue and interest, if any, due thereon shall be handled in accordance with Article XI - Arbitration of this Agreement.

ARTICLE XXIII: BENEFIT FUNDS

Section 1 Training and Upgrading

- a) The Employer's contribution to the District 1199C Training and Upgrading Fund shall remain 1.5% of the gross payroll for all Employees covered by this Agreement who have satisfactorily completed their probationary periods.
- b) Contributions so received by the Trustees shall be used to study hospital manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs; to develop career ladders; and to so subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under an Agreement and Declaration of Trust. The Trustees of such Training and Upgrading Fund, in addition to the monies received from hospitals, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs. The Trustees of the Training and

Upgrading Fund shall be composed of an equal number of representatives designated by the Union and by the Employers. Such Trust Agreement shall provide for bloc voting and for the resolution of any dispute or deadlock between or among the Trustees by arbitration. The Employer agrees to make available to the Fund such records of Employees as names, classifications, Social Security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund, or which may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.

Section 2 Health and Welfare

- a) Camp and Scholarship Benefit: The employer shall provide a scholarship benefit for the dependent children of Wage Class I members according to the criteria established by the Benefit Fund for Hospital and Health Care Employees – Philadelphia and Vicinity attached herein. Individual awards granted each year shall be in the same amount as if each member has been covered by the Benefit Fund.
- b) Effective July 1, 2016 the proposed Horizon EPO 4 (Base Plan) will be accepted as proposed except that the Employer will pay for the full Employee deductible and full coinsurance. Employees shall contribute ninety-five dollar (\$95.00) per pay.
 - 1. Employees who opt-out of health and welfare benefits shall receive \$300/month.
 - 2. Employees working twenty-four (24) hours or more per week will be entitled to medical and dental coverage.

During the life of this Agreement, the parties will endeavor to find more economically acceptable health care coverage.

The Employer shall arrange for a representative from Horizon to speak to Employees about the design of the health care plan. The Employer shall also arrange for a representative from Harrison Group to speak to Employees about how to use the Harrison Group card.

Section 3 Deferred Compensation (Pension)

The Employer shall continue its per hour contribution on behalf of all RNs and LPNs into Employees' 401(k) plans for all regularly-scheduled hours, to a maximum contribution not to exceed 40 hours per week per Employee (including all normally-scheduled benefit time and sick time, but excluding overtime or hours over and above the Employee's regular schedule).

Effective July 1, 2012, the Employer's contributions towards the 401(k) shall be reduced to one dollar (\$1.00) per hour.

Section 4 Long-term Disability

Effective February 1, 2002, the Employer shall provide Employees with long-term

disability insurance outlined in the attached Summary of Benefits.

ARTICLE XXIV: ENFORCEMENT OF ARTICLES

Section 1

The Employer shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Funds and/or the Union and/or to enable the Funds to comply with the requirements of federal and applicable state law and for the collection of payments due pursuant to Article II, XX and XXI.

Section 2

The Employer agrees to make available to the Funds and/or the Union such records of Employees as classifications, names, Social Security numbers and accounts of payroll and/or wages paid which the Fund and/or the Union may require in connection with their sound and efficient operation or that may be so required in order to determine the eligibility of Employees for Fund benefits, and to permit accountants for the Funds and/or the Union to audit such records of the Employer.

Section 3

- a) In the event that an Employer fails to make payment of contributions or sums deducted from the Employees as required by Articles III, XX and/or XXI, there shall be expedited arbitration thereof before an impartial Arbitrator pursuant to the provision of Article XI - Arbitration. Such Arbitrator shall be empowered to:
 1. direct the remedying of such violations that have not been cured up to the date of hearing;
 2. direct that there shall be no further violations;
 3. where there has been a previous award made by the Arbitrator during the life of this Agreement that the Employer has failed to make payment of contributions or other sums as required by Articles III, XX and/or XXI, the Arbitrator shall have the power to compel the Employer to furnish the Funds with a Commercial Surety Bond sufficient to guarantee payment to all the Funds and/or the Union for a three (3)-month period, such Bond to be maintained during the balance of the life of the contract.
- b) In the event that an Employer fails to make payment of contributions or other sums as required by Article III, XX and/or XXI, the Arbitrator shall have the power to require the properly-authorized agent of the Employer to sign a Confession of Judgment in the amount

of the Award including interest, costs, and expenses as hereinabove provided within ten (10) days from the issuance of the Award.

ARTICLE XXV: PROFESSIONAL RIGHTS

Section 1

No Employee shall be required to comply with any rule or perform any procedure which is in violation of state or federal laws or regulations.

Section 2

New nurses shall be given a complete orientation to the facility, in accordance with their experience.

Section 3

The Employer shall provide each RN and LPN with a minimum of one million dollars (\$1,000,000.00) malpractice insurance.

ARTICLE XXVI: PAID LEAVE

Section 1

An Employee may take paid leave of up to three (3) consecutive days in connection with the death of a parent, spouse, brother, sister, child, parents-in-law or grandchildren. An Employee may take paid leave of one (1) day in connection with the death of a grandparent.

Section 2

An Employee called for jury duty must notify the Employer as soon as possible. He or she will be paid the difference between his or her regular pay for work time necessarily lost and the amount received from the Court. Employees who work twelve (12)-hour shifts will be paid twelve (12) hours' pay when absent due to Jury Duty.

ARTICLE XXVII: DURATION OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing the 1st day of July 2018 and ending at 6:00 a.m. the 8th day of January 2020. The Employer and the Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the 8th day of January 2019.

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

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and appears to be a name starting with 'A'.

VOORHEES PEDIATRIC FACILITY

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and appears to be a name starting with 'D'.

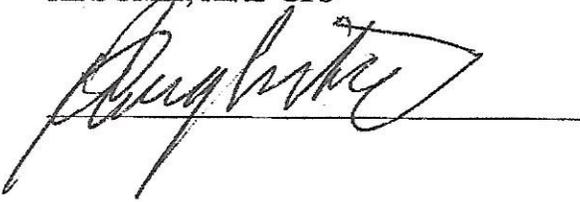
APPENDIX - SIDE LETTER "1"

In addition to the conditions set forth in the Collective Bargaining Agreement between District 1199C and Voorhees Pediatric Facility, dated July 1, 2008, the parties have agreed as follows:

The Employer and the Union shall each designate four (4) representatives to serve on a committee to explore approaches by which more members can receive summer vacations. This committee will meet within sixty (60) days of ratification of this Agreement.

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

VOORHEES PEDIATRIC FACILITY



A handwritten signature in black ink, appearing to read "D. [unclear]", is written over a horizontal line.



A handwritten signature in black ink, appearing to read "D. [unclear]", is written over a horizontal line.

APPENDIX - SIDE LETTER "2"

In addition to the conditions set forth in the Collective Bargaining Agreement between District 1199C and Voorhees Pediatric Facility, dated July 1, 2008, the parties have agreed as follows:

The Employer and the Union shall each designate one (1) representative to meet and explore the viability of schedules consisting for four (4) ten-hour shifts weekly in Medical Day Care.

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

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a first name followed by a last name.

VOORHEES PEDIATRIC FACILITY

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a first name followed by a last name.

APPENDIX - SIDE LETTER "3"

In addition to the conditions set forth in the Collective Bargaining Agreement between District 1199C and Voorhees Pediatric Facility, dated July 1, 2008, the parties have agreed as follows:

The Employer shall make members of the negotiating committee whole for lost wages for time spent in bargaining, and restore benefit time used for this purpose, whichever is applicable.

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

A handwritten signature in black ink, written over a horizontal line. The signature is highly stylized and cursive, appearing to start with a large 'D' and end with a long, sweeping tail.

VOORHEES PEDIATRIC FACILITY

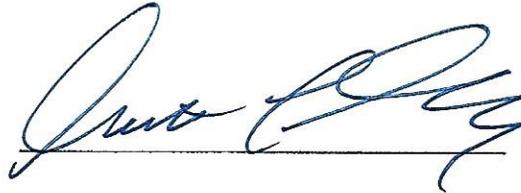
A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to start with a large 'J' and end with a long, sweeping tail.

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
330 West 42nd Street, New York, N.Y. 10030
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

To: _____ Date _____

You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and 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.** _____

EXHIBIT "B"
CONSCIENTIOUS OBJECTOR

Date: _____

TO: _____

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by 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, PA 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 Arbitration, arbitration fees, and the fees for 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** _____

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 directed to deduct from my wages or salary, the sum of \$ _____ each pay period not to exceed ten percent (10%) of my wages 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 _____
(print)

Address _____

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 Number _____

Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check-Off Authorization

Date _____

To: _____
(Name of Employer)

You are hereby authorized to deduct from my wages or salary the sum of \$ _____ per year, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____

EXHIBIT “E”

NORMAL WORKING HOURS FOR CERTAIN EMPLOYEES

<u>Position</u>	<u>Normal Working Hours</u>
Unit Clerk	7:00 am to 3:30 pm
CNAs	7:00am to 7:00pm OR 7:00 pm to 7:00 am
Range of Motion CNAs	6:30 am to 4:00 pm
Environmental Services	6:00 am to 2:00 pm OR 2:00 pm to 10:00 pm
Dietary Workers	6:30 am to 2:30 pm OR 11:00 am to 7:00 pm OR 2:00 pm to 7:00 pm