

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**GLENDALE UPTOWN HOME**

**and**

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

**AND ITS AFFILIATE  
DISTRICT 1199C**

**JULY 1, 2018 to JUNE 30, 2021**

AGREEMENT, made and entered into this 13<sup>th</sup> day of June, 2011, by and between GLENDALE UPTOWN HOME, 7800 Bustleton Avenue, Philadelphia, PA 19152, its successors and assigns (hereinafter called the "Employer"), and NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE DISTRICT 1199C, with its offices at 1319 Locust Street, Philadelphia, PA 19107-5498 (hereinafter called the "Union"), acting herein on behalf of the Employees of said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH:

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

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

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

**ARTICLE 1 – RECOGNITION**

Section 1.

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all the Employees in the following bargaining unit(s). All full-time and part-time service and maintenance Employees as certified by the National Labor Relations Board in Case No. 4-RC-16264.

(b) Excluded from the aforesaid bargaining unit(s) are all Registered Nurses, licensed therapists, office clerical Employees, guards, supervisory, confidential, executive and managerial Employees, temporary Employees as defined herein and all Employees who are regularly scheduled to work less than eighteen (18) hour a week.

(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, by mutual agreement which shall not be unreasonably withheld, however, such Employee shall become a member of the Union after the expiration of the initial three (3) month period.

Section 2.

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

Section 3.

At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles II and III of this Agreement.

Section 4.

Part-time Employees covered by this Agreement shall receive fringe benefits and wage increases hereunder on a pro-rata basis.

**ARTICLE 2- 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 or upon completion of probation whichever occurs later, 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 upon completion of probationary period 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/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

Section 5.

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

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 3- CHECK-OFF**

Section 1.

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 dues 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, initiation fees and/or assessments as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employees' 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, initiation fees and/or assessments 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 either the Lupus Foundation, the Sickle Cell Anemia Foundation or the American Cancer Society, recognized and valid charities under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly, a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked off by the Employer from the Employees' pay at the same time and the same amount as initiation fees and dues are, and remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

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

(b) Such costs shall include, but not 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/her own attorney to prosecute his/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) months from the month of billing.

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

#### Section 7.

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

to make the required dues, initiation fee and/or assessment payments pursuant to the Union Constitution in order to remain in good standing, except as provided in Sections 4 and 5.

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.

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

Section 10.

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

Section 11. Credit Union Deduction

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 Employees' probationary period, the sum specified in said authorization and remit same immediately to the District 1199C Federal Credit Union or a credit union designated by the Union to the credit or account of said Employee.

Section 12. Political Action Fund Deduction

The Employer agrees to make a payroll deduction monthly from an Employee's pay for the District 1199C Political Action Fund. 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 this will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

**ARTICLE 4- NON-DISCRIMINATION**

Section 1.

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

**ARTICLE 5- UNION ACTIVITY, VISITATION AND BULLETIN BOARDS**

Section 1.

Upon prior notice to the administrator of the Home or his/her designee, an authorized representative of the Union shall have reasonable access to specified areas of the Employer's Home at times mutually agreed upon for the purpose of conferring with the Employer or with Union delegates. The Employer will not unreasonably withhold permission for the Union representative to visit the facility. The Union representative shall be required to sign in and report his/her presence to the administrator or person in charge. Such visitation shall not interfere with resident care or the orderly and efficient operation of the Home. Union representatives are not permitted the use of the facility paging system nor are they permitted on the resident floors of the facility unless accompanied by a management representative. A Union delegate shall also be permitted to accompany the Union representative. The library, Board Room, cafeteria or locker room will be provided by the Employer for the Union representative to conduct his/her business.

Section 2.

Delegates of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties of mutual concern to the Employees and the Union.

Section 3.

Employees elected as Union delegates shall be permitted to attend regular delegate assembly meetings, provided that the Union has given the Employer three weeks written advance

notice of said meeting and that the efficient operation of the Home or resident care as determined by the Employer shall not be impaired.

Section 4.

When a delegate finds it necessary to enter a department of the Employer in the course of the performance of his/her duties as a delegate, he/she shall first secure the permission of his/her supervisor, and when he/she arrives in the other department will secure the permission of that department head. Such visit shall not interfere with the operation of the Employer.

Section 5.

A delegate will be provided time off from his/her assigned duties, without loss of pay, if required to be involved in Steps 1, 2 or 3 of the grievance procedure, provided the such time off does not interfere with the efficient operations of the Home or required resident care. The delegate shall advise his/her supervisor of the grievance and 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 6.     Bulletin Board

The Employer shall provide a locked, enclosed bulletin board in its facility which shall be used for the purpose of posting notices pertaining to Union business. Keys will be provided to a designated Union Representative of Delegate. A key will be retained by the Employer. Union notices shall not be posted elsewhere in the Employer's premises. Union business for purposes of this section shall mean the following:

1.     Notices of Union meetings.
2.     Notices of Union recreational, educational and social affairs.
3.     Results of Union elections.
4.     Notices of Union appointments.

Section 7.

No solicitation is permitted during working time or in resident care areas of the Home. Working time does not include lunch or breaks.

Section 8.

Effective July 1, 2001 one paid day for union education or to attend a union seminar will be granted.

Effective July 1, 2003, one additional paid day will be granted.

Effective July 1, 2019, one additional paid day will be granted

The employer will be provided advance notice of thirty (30) days, absent an emergency. There are eight (8) delegates.

## ARTICLE 6-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 five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance procedure.

### Section 3.

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

## ARTICLE 7-VACATION

### Section 1.

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

#### LGPN's and Cooks

1 Year of Service- 2 Weeks' Pay  
5 Years of Service- 3 Weeks' Pay  
12 Years of Service-4 Weeks' Pay

#### All Other Bargaining Unit Employees

1 Year of Service-1 Weeks' Pay  
2 Years of Service-2 Weeks' Pay  
8 Years of Service-3 Weeks' Pay  
15 Years of Service -4 Weeks' Pay

Any Employee with a better vacation schedule than that listed above shall retain their better schedule by being red-circled.

### Section 2.

Vacation schedules shall be established by the Employer taking into account the wishes of the Employees and the needs of the Employer. The Employer shall determine the number of people who may be off at any one (1) time. Employees shall submit their requests in writing as specified in Section 10 of this Article. In an emergency, this requirement would be waived. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail. Once a person's vacation time has been approved, he/she cannot be bumped by any other person with more seniority. Changes in an approved vacation schedule must be approved by the department head. Such changes will only be approved if they do not interfere with the efficient operation of the Home.

Section 3.

A maximum of fifty percent (50%) of what an Employee earned not to exceed ten (10) days of vacation time may be carried over from one (1) calendar year to the next.

Section 4.

In no case shall vacation be taken in periods of less than one (1) regular work day and only one (1) week, five (5) days, of vacation may be taken in periods of less than one (1) week, five (5) consecutive days. A single day of vacation may not be taken on a Saturday or Sunday.

Section 5.

An Employee shall be paid his/her vacation pay before starting his/her vacation, provided two (2) weeks' notification has been given and provided further that the Employee takes a minimum of one (1) week vacation.

Section 6.

The vacation eligibility year and/or the vacation eligibility dates shall be as heretofore.

Section 7.

No part of an Employee's scheduled vacation may be charged to sick leave.

Section 8.

Vacation pay shall be based upon the Employee's regular rate of pay in effect on the first day of his/her scheduled vacation. Vacation pay shall be given in a separate paycheck.

Section 9.

Vacation requests for vacation during the period of June 1 through August 31 must be submitted by May 1 of the vacation year. Employees desiring a vacation at some other time of year shall give the employer at least thirty (30) days notice.

Section 10.

Vacations will not be scheduled on weekends unless they are taken in a minimum of one (1) week blocks.

Section 11.

Vacation is accrued each pay period based on straight-time hours worked or paid. Vacations to the extent earned can be taken after an Employee has completed his/her probation.

Section 12.

If a holiday occurs during a vacation week, the Employee shall receive an extra day's pay or an extra day off with pay at the Employer's option; however, the Employer shall take into account the Employees' express preference.

Section 13.

Part-time Employees how are covered by this Contract shall be eligible for pro-rata vacations.

Section 14.

An Employee who has quit or who has been discharged or who has lost his/her seniority pursuant to the terms of the seniority provision of this Agreement and who has not received or taken earned vacation shall receive vacation earned by not taken.

Section 15.

Absences due to illness compensable under the sick leave provisions of this Agreement shall be counted as time worked in determining vacation benefits earned hereunder. All other absences, either voluntary or involuntary shall not be considered as time worked for purposes of computing vacation time earned hereunder.

**ARTICLE 8- SHIFTS AND SHIFT  
DIFFERENTIAL**

Section 1.

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

Section 2.

Employees may trade days off provided they do so in writing and within the same workweek and provided it does not cost the Employer any additional money as overtime. Changes are subject to approval of the Employee's department head.

Section 3.

A shift differential of \$0.70 an hour shall be paid to LPN's and \$0.30 per hour to CNAs and all other bargaining unit employees on second and third shift, shifts which start after 3:00 p.m. Shift differential shall be included when calculating an Employee's holiday pay, sick pay or vacation pay only, and shall not be included for any other benefit whatsoever.

Section 4.

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

**ARTICLE 9 NO STRIKE OR LOCKOUT**

Section 1.

No Employee shall 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 Home.

Section 2.

The Employer will not lock out Employees during the term of this Agreement.

Section 3.

In the event that an unauthorized strike or other interference with work occurs, the Union shall:

- (a) notify the Employer that such strike or other interference with work is unauthorized;
- (b) Order its members to return to normal work;
- (c) advise the Employees, in writing, that the strike or other interference with work is unauthorized and that the Employees are directed to cease such action and return to normal work.

Section 4.

Emergency Arbitration Procedure for Violation of the  
No-Strike/No-Lockout Clause.

In the event of an alleged violation of this Article, the aggrieved party, either the Union or the Home, shall not be required to resort to the grievance or arbitration procedure of Article 10 or Article 11 of this Agreement. The aggrieved party may institute special arbitration proceedings regarding such violation by telegraphic notice thereof to the other party and to the American Arbitration Association which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours after his/her appointment, upon telegraphic notice to the Home and the Union. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Home and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he/she may deem appropriate to promptly terminate such violation. No opinion shall be required by the arbitrator. So long as it is confined exclusively to the specific provision or provisions of the Agreement at issue between the Union and the Home, the arbitrator's written award and order shall be final and binding on the Home and the Union and may be immediately confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application or petition of the aggrieved party.

**ARTICLE 10- GRIEVANCE PROCEDURE**

Section 1.

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

Step 1: Within ten (10) calendar days (except as provided in Article entitled "Discharge and Penalties"), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immediate supervisor. The Employer shall give an answer to the Employee and/or Union delegate or other representative within five (5) working days after the presentation of the grievance in step 1.

Step 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. The grievance shall be reduced to writing, signed by the grievant and his/her Union representative, 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 Executive Director or representative designated by the Employer,

or his/her designee; and he/she or his/her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

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.

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

Section 5.

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

Section 6.

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 initially be presented at Step 3 by the Union representative.

**ARTICLE 11-ARBITRATION**

Section 1.

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

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 the Article entitled "Grievance Procedure," and he/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 the 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 Step 3 grievance procedure answer, the Union may request expedited arbitration in a discharge case only by utilizing the following procedure:

(1) The Union shall initially 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 Vice President of Human Resources or his/her designee that is proceeding to submit the discharge case 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 12 - 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 institution, it is therefore agreed:

(a) The Employer shall utilize the Union's Employment Service for the recruitment and referral of qualified personnel for bargaining unit job vacancies and training positions.

(b) The Employer shall notify the Union's Employment Service of all bargaining union job and training position vacancies and shall afford the Service forty-eight (48) 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 such applicants referred by the Employment service as it deems qualified in its sole discretion. The Employer also retains the right to hire applicants from other sources in the event the Employment Service does not refer qualified applicants within such forty-eight (48) hour period.

(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 residents.

## **ARTICLE 13-SICK LEAVE**

### Section 1.

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

### Section 2.

Sick leave shall be earned by regular full-time Employees at the rate of 5/6 of a day per month of employment after the Employee has completed his/her probationary period retroactive to the date of hire. Sick leave shall be cumulative to thirty (30) days. After one (1) or more years of employment, the Employer shall permit each Employee to use up to five (5) days sick leave in advance of the time such leave would have been earned. Employees who resign or are terminated for any reason after receiving an advance, and who have used more sick leave days than they have accumulated, shall repay the excess sick leave that they used by having it deducted from his/her final check.

### Section 3. Notification and Proof of Illness.

To be eligible for benefits under this Article, an Employee on the day shift, starting at 7:00 a.m., who is absent must notify the Employer not less than one (1) hour prior to the start of their regularly scheduled shift. For Employees on other shifts, starting after 12:00 noon, a two (2) hour notice prior to the start of their regularly scheduled shift shall be required. Employer will accept multi-day notification on account of absence due to illness or injury, provided Employee returns with a doctor's note consistent with Employer's policies. An employee cannot

return prior to the original multi-day notification return date. The Employer may require written certification of a physician or other proof of illness or injury hereunder for those Employees absent more than two (2) consecutive days. Employees who have been on sick leave also may be required to be examined by the Employer's doctor or his/her designee before being permitted to return to duty. Chronic offenders or persons with a pattern of absences adjacent to days off, holidays, vacations, weekends, etc., may have to provide a doctors' note for one (1) day's absence provided the Employee received prior notice that such note would be required with the next such absence.

#### Section 4.

The Employer shall comply with the requirements of the Family and Medical Leave Act of 1993.

#### Section 5.

Employees who have one (1) year or more of seniority may use up to five (5) of their sick leave days per calendar year for family sick leave. This covers the illness or disability of an Employee's parent, spouse or child. To be eligible for this benefit, an Employee must call-in as required in Section 2 above.

#### Section 6. On-the-Job Injury

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

#### Section 7.

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

#### Section 8. Sick Leave Buy Back

Effective July 1, 2000, on or before December 1 of each year, the Employee shall notify the employer if the Employee wants to "sell back" to the employer, any or all of his/her unused accrued sick days earned from January of that year. Such payment will be made to the Employee on or about December 15. Unused sick days not sold back to the employer may be accumulated up to a maximum of thirty (30) days as noted above in Section 2 of this Article. This buy back provision shall not have any effect on sick leave banked or accrued prior to July 1, 2000.

### **ARTICLE 14 -PERSONNEL FILES**

#### Section 1.

An Employee with or without his/her Union representative or delegate may inspect the contents of this/her personnel file under the following terms and conditions:

(a) Must make an appointment with the Personnel Department.

(b) Will not be paid for the time inspecting the file.

(c) Nothing may be removed from the file.

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

(e) If Employee is accompanied by a Union representative or delegate, Employee will sign a written consent form authorizing a Union representative or delegate to see the Employee's file with the Employee.

(f) Upon request, Employer will provide Union with reasons for the termination of an Employee and copies of prior warnings relied upon by the Employer in the discipline or termination of an Employee.

#### Section 2.

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

### **ARTICLE 15 – PROBATIONARY EMPLOYEES**

#### Section 1.

Newly hired Employees shall be considered probationary for a period of seventy-five (75) days from the date of employment, excluding time lost for sickness and other leaves of absence. Management has the right to extend this probationary period to account for any work days missed due to sickness and other leaves of absence. In all other instances, probation may be extended by mutual agreement.

#### Section 2.

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

### **ARTICLE 16-PAID LEAVES**

#### Section 1. Bereavement Leave.

(a) In the event of the death of an Employee's legal or step parent, spouse, child, brother or sister, grandparent or grandchild, an Employee who has completed his/her probationary period will be allowed up to three (3) regular scheduled days off with pay at his/her regular straight-time rate between the date of death and the day after the funeral. Employees will be eligible for one (1) day off with pay in the event of the death of mother-in-law or father-in-law. An Employee who must travel 150 miles or more to attend a funeral may, with the Company's prior permission use vacation or unpaid time.

(b) There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

## Section 2. Jury Duty.

An Employee who has completed his/her probationary period and who is called to serve on jury duty, shall be compensated by the Employer for the difference between his/her regular straight-time hourly pay for each regularly scheduled work day lost and the amount received as a juror's fee, provided the Employee offers valid proof of such jury duty and proof of the amount received as juror's fee upon request of the Employer. Whenever an Employee on jury duty is temporarily excused from such duty by the Court, on his/her scheduled work day, he/she shall advise his/her supervisor as promptly as possible and stand ready to report for work, if request to do so by the Employer. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Employee's department head and the Employer may request that the Employee be excused or exempted from such jury duty if, in the opinion of the Employer, the Employee's services are services which are essential to the Employer at the time of the proposed jury service.

## **ARTICLE 17- MANAGEMENT RIGHTS**

### Section 1.

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

Section 2.

The management rights set forth above are not all inclusive, but merely indicate the type of factors or rights which belong to or are inherent in management because of its operational responsibilities. All rights which the Employer had in the past and those which are inherent in the Employer and have not been specifically contracted away by the terms of this Agreement are retained solely by the Employer. Management will not exercise its rights in an arbitrary or capricious fashion.

**ARTICLE 18 – SAFETY**

Section 1.

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

Section 2.

The Employer shall provide such provide such medical services and tests as it deems necessary for assessment of possible exposure to hazards and toxic substances at no cost to the Employee. The Employer agrees to provide each Employee's physician, upon written request by the physician, with a complete report of the results of any test of examinations given to him/her.

Section 3.     Drug and Alcohol Testing.

In the event the Employer has reasonable cause to believe that an Employee is under the influence of drugs or alcohol, the Employer may require that the Employee submit to a test for drugs or alcohol. All such tests will be handled by a laboratory or physician. The results of the test will be provided to the Employee. If the test results come back positive, the Employee shall be counseled and, if deemed necessary, shall be required to participate in a rehabilitation program or be subject to termination. In this circumstance, the Employee shall be tested again within forty-five (45) days after the first test. If that test is positive, the Employee may be terminated. Licensed personnel who test positive at any time shall be reported to the appropriate State licensing bureau as required by the Nurse Practice Act.

**ARTICLE 19 - OVERTIME**

Section 1.

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

Section 2.

There shall be no pyramiding of overtime.

Section 3.

Employees shall be paid for time worked in excess of forty (40) hours per workweek at the rate of one and one-half times their regular pay.

**ARTICLE 20 – SENIORITY**

Section 1. Definition.

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

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

Section 2. Accrual.

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

(b) Bargaining unit seniority shall accrue as follows under the following circumstances:

(1) During a continuous authorized leave of absence without pay up to six (6) months.

(2) During a continuous authorized leave absence for sickness, including maternity, up to six (6) months.

(3) During an authorized leave of absence for workers' compensation up to six (6) months.

(4) During a period of continuous layoff not to exceed six (6) months.

(5) During any authorized leave with pay.

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

(d) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become permanent Employees, then their seniority shall be retroactive to their date of employment.

Section 3. Loss of Seniority.

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

- (a) terminates voluntarily;
- (b) is discharged for just cause;
- (c) voluntarily terminates his/her employment by not reporting off work for two(2) consecutive scheduled work days unless he/she presents an excuse acceptable to the Employer;
- (d) is laid off for a period of nine (9) months or a period exceeding the length of the Employee's continuous service, whichever is less;
- (e) fails to return from an authorized leave absence at the specified time when physically able to do so. The Employee must notify the Employer two (2) weeks in advance of the return date, in writing, if he/she is unable to report on the expiration of his/her leave of absence.
- (f) fails to return from a layoff within seven (7) days after receipt of a certified letter from Employer offering reinstatement. A copy of the letter will be sent to the Union.
- (g) while on a leave of absence, takes another job during his/her normal working hours without written permission of the Administrator;
- (h) falsifies the reason for leave of absence whether such leave is paid or unpaid.

Section 4. Application.

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

Section 5. Layoff.

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

agree to work the hours of the person to be laid off, the bargaining unit Employee will be laid off.

(b) In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or less senior Employee in another classification in the same department, which the senior Employee has the ability and qualifications to perform, then bargaining unit seniority shall prevail in assigning such Employee scheduled to be laid off to such other position. A bargaining unit Employee can also bump a non-bargaining unit Employee working in a bargaining unit position.

However, if the bargaining unit Employee does not want to work the hours being worked by the non-bargaining unit person or the hours to be required of that position, the bargaining unit person shall be laid off and the non-bargaining unit person shall be retained. This provision is not intended to circumvent the "promotion" provision of this Agreement. When an Employee fills a vacant position or exercises his/her bumping rights, the Employee shall be paid the wage rate of said position. When an Employee exercises such bumping rights; he/she bumping rights, the Employee shall be paid the wage rate of said position. When an employee exercises such bumping rights; he/she will bump the least senior Employee in another classification for which the Employee has the ability and qualifications to perform the work. It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together. The job classifications which do require similar skills are waiter and waitress with cafeteria aide or utility aide in dietary; housekeeping and laundry aide; nurses aide and ward clerk; and cook and prep-cook should be able to bump down to any other position within the dietary department. Floor person in housekeeping should be able to bump down to any other position within the housekeeping department.

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

#### Section 6. Recall

(a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that 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 and qualifications to do the work, and if not, the next senior qualified Employee will be recalled, and so on. When an Employee is recalled to a job other than his/her regular job and which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing.

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

Section 7. Promotions.

(a) For the purpose of this Article, a vacancy is defined to mean any job opening which the Employer intends to fill in the facility. Notice of all vacancies within the bargaining unit will be posted in the facility for a period of not more than five (5) consecutive work days, including the date of posting but excluding Saturday, Sunday and holidays recognized by this Agreement. Any Employee desiring to bid on a posted vacancy shall make application in accordance with the notice posted and sign the posting within the time stated above. In the event an Employee is on vacation at the time of the job posting, if any position has not been filled they may submit the bid upon returning to work. Employer can fill the job during the posting period; however, the person filing the position does not receive or have any advantage over anyone else as the Employer decides who is to permanently fill the position.

(b) If qualified applicants apply, the Employer shall fill the position from among such applicants. If two (2) or more Employees are equally qualified to do the work, preference shall be given to the most senior Employee. New Employees may be hired for a posted vacancy if there are no bidders meeting the requirements.

(c) An Employee who is promoted shall 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 shall be returned to his/her former job classification at his/her former rate of pay, without loss of seniority or other benefits, excepting that if he/she is discharged his/her rights shall be subject to the grievance and arbitration provision of this Agreement.

(d) Any Employee who bids successfully on the job opening must accept such job opening immediately. If the Employer determines within thirty (30) calendar days after the day the vacancy is filled that the Employee is not performing satisfactorily, the Employee will be returned to his/her former shift and classification with no loss of seniority previously earned in said classification.

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

**ARTICLE 21 – TEMPORARY TRANSFER**

Section 1.

Employees may be temporarily transferred to other jobs in order to provide for efficient operations. When an Employee performs any work in a higher rated classification than that in which he/she is normally classified, he/she shall be paid at the higher rate of pay for all hours worked in the higher classification after working on (1) full shift in the higher classification.

## ARTICLE 22 – RESIGNATION

### Section 1.

Any Employee who resigns shall give the Home two (2) weeks' advance written notice of his/her intention to resign.

### Section 2.

An Employee who gives such notice of resignation as require in Section 1 above shall be entitled to receive payment for unused vacation time earned as of the effective date of the resignation. If notice is not given as provided above, such Employee shall not be entitled to such payment.

## ARTICLE 23-MISCELLANEOUS

### Section 1.

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

### Section 2.     Bargaining Unit Work.

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

### Section 3.     Change of Starting Time.

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

### Section 4.     Unclassified Jobs.

In the event a new classification is established or an existing classification is substantially changed, the employer will notify the Union of new bargaining unit jobs. The Home shall

determine the wage rate and advise the Union of the proposed rate for the new job. The Home shall submit a job description for the new position to the Union. If the parties do not agree on the wage rate determined by the Home, the matter shall be submitted to arbitration. If a higher rate is agreed upon, it would be retroactive.

Section 5. Grace Period.

All Employees are expected to be dressed and on their work stations ready for work at the scheduled starting time of their shift. Employees may not leave their work stations to punch out until the end of their shift. If LGPN relief is late in arriving or is absent, the LGPN on duty will give his/her shift report to his/her supervisor before leaving the premises. The LGPN on duty may be asked to stay over for up to fifteen (15) minutes beyond the end of his/her shift.

Employees punching in less than five (5) minutes late shall not be docked for the time on their paychecks; however, they shall be considered late. Employees punching in more than five (5) minutes after their shift begins shall be docked to the nearest fifteen (15) minutes and shall also be considered late. For example, an Employee that is 11 to 22 minutes late will be docked 15 minutes. An Employee that is 23 to 37 minutes late will be docked 30 minutes. An Employee that is 38-52 minutes late will be docked 45 minutes. There will be no discipline imposed for the first six (6) latenesses per year, provided further that no Employee shall have four (4) or more latenesses in any one (1) month. Four (4) or more latenesses in any month are excessive and shall result in progressive discipline.

The company will agree to maintain two working timeclocks at the facility.

Special consideration shall be given Employees late during snow storms causing transportation problems.

Section 6. Physical Exams.

State required physical exams required every three (3) years shall, at the option of the Employer, be provided by the Employer. If the Employer cannot set up the physical exams, Employees shall take their physical exams on their own and shall be reimbursed up to \$25 by the Employer.

Section 7. Past Practices.

The following past practices will be continued during the term of this Contract.

- (a) Educational Assistance Plan
- (b) Home Picnic
- (c) Home Provided Pension- Same as Non-Union Employees Contributions to be discontinued on July 1, 1995. Employees shall remain in the Home's Plan in accordance with ERISA.

Section 8.

The Employer will discontinue providing lunches to Employees.

Section 9.

Employees shall have the option for the direct deposit of their paychecks.

Section 10. Route 58 Bus.

Employees on the 3:00 p.m. to 11:00 p.m. shift who take the Route 58 bus to the Frankford Elevated Train will be allowed to clock out at 10:55 p.m., without penalty, and will be paid for the full shift. On or before July 30, 2000, the Union will provide a list of affected Employees to Human Resources. The Employee shall be notified by the Union of updates, as appropriate.

Section 14. Payroll Errors.

All payroll errors will be corrected in excess of fifty dollars (\$50.00) within three (3) days after the error is brought to the attention of the Employer.

**ARTICLE 24 - WAGES**

Section 1.

The following wage increases shall be given on the date indicated across-the-board and in the job rates and as set forth in Schedule "A" attached hereto:

Effective July 1, 2018	2.50% across the board wage increase
Effective July 1, 2019	2.25% across the board wage increase
Effective July 1, 2020	2.25% across the board wage increase and in job rate

Section 2. Uniform Allowance:

The company will provide to all current employees three (3) sets of uniforms (scrubs) for full time employees and one (1) set of uniforms (scrubs) for part time employees annually. The company will agree to have a uniform committee to provide feedback on the uniforms

Contract employees- The Employer will pay full-time employees \$50.00 and will pay part-time employees \$18.75 on the paycheck for the first full pay period each quarter as a uniform allowance.

Section 3. Nurse Assistant State Certification.

At such time as specific funds are paid by the Commonwealth of Pennsylvania for additional compensation to certified nurse aides, only such specifically earmarked funding shall be shared equally between the Home and the certified nursing assistant. The funds to be shared equally between the certified nursing assistant and the Home are not those from the general

reimbursement funding, nor are they funds related to any training of the certified nursing assistant. Such distributions will be made when the funds are made available to the Home by the Commonwealth of Pennsylvania.

## **ARTICLE 25 – GROUP LEGAL SERVICES FUND**

### Section 1.

The Employer shall contribute monthly the sum of seven and one-half (\$.75) cents per hour for each hour paid for all Employees covered by this Agreement who have satisfactorily completed their probationary period to a jointly administered group legal services trust fund to be known as the District 1199C, National Union of Hospital and Health Care Employees Group Legal Services Fund (hereinafter referred to as the "Fund"). Effective January 1, 2006, the Employer's contributions shall increase to ten cents (\$.10) per hour for each hour paid. This shall be subject to a most favored nation's clause.

### Section 2.

Such payments by the Employer shall be made monthly based upon the previous month's payroll. Such contributions shall be used by the Trustees of the Fund for the purpose of providing the Employees with legal services and related benefits, as the Trustees of the said Fund may from time-to-time determine.

### Section 3.

The Fund shall be held and administered under the terms and provisions of an Agreement and Declaration of Trust, and any amendments thereof, which shall provide for equal representation by the Union and the Employers contributing to said Fund. Any dispute whatsoever that may arise or deadlock that may develop between and among said Trustees shall be submitted to arbitration before an arbitrator or umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, or provided for by applicable law, and his/her shall be final and binding.

### Section 4.

An independent audit of Group Legal Services Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

### Section 5.

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. Such regular monthly reports shall at a minimum include Employees' names, classifications, dates of hire, hours of work, social security number, base and gross wages or salaries paid to Employees and dates of termination or leave and such other information as may be required by law or by the Fund to determine the eligibility of Employee for benefits. The

Employer agrees to permit an accountant for the Fund to audit its records to verify the accuracy of its payments.

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 services 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.

All payments due in connection with the Fund shall be due no later than thirty (30) days following the payroll month on which they are based.

Section 8.

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 the Arbitration Article of this Agreement.

**ARTICLE 26 – HOLIDAYS**

Section 1.

Employees who have completed their probationary period shall be entitled to the following holidays:

New Year's Day  
Dr. Martin Luther King's birthday  
Memorial Day  
July 4<sup>th</sup>  
Norman Rayford Day (August 28<sup>th</sup>)(Effective 7/1/2015)  
Labor Day  
Thanksgiving Day  
Christmas Day  
Three (3) Personal Days

Section 2.

Recognizing that the Employer operates every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, as its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

Section 3.

Pay for holidays not worked shall be at the Employee's regular work day schedule at the regular hourly rate of pay.

Section 4.

If an Employee is required to work on any holiday, he/she shall, at the Employee's option, either receive his/her holiday pay or shall receive an additional day off with pay on a date mutually agreed to by the parties. Days off taken in lieu of working on a holiday must be taken within thirty (30) days of the holiday. Employees who fail to take their additional time off within the (30) days following the holiday will automatically be paid for the day. The Employee shall be paid time and one-half his/her regular rate of pay for all hours worked on the Christmas holiday, Labor Day, Thanksgiving Day, Dr. Martin Luther King's Birthday and July 4<sup>th</sup>. All other holidays shall be straight time days if worked. Effective July 1, 2004, New Years Day and Memorial Day shall become time and one-half holidays, if worked.

Section 5.

In order to be eligible for holiday pay, an Employee must work the full last scheduled working day before and the full first scheduled working date after the holiday unless excused. An Employee who is scheduled to work on any holiday and fails to report for work shall receive no holiday pay.

Section 6.

If the holiday falls on an Employee's scheduled day off, the Employee will receive the holiday pay.

**ARTICLE 27 – HOURS OF WORK**

Section 1.

The regular work week for Employees shall consist of the number of hours per week regularly worked by such Employees up to a maximum of forty (40) hours per week. The regular work day for all full-time Employees shall consist of the number of hours normally worked in a day, including an unpaid lunch period of thirty (30) minutes. The workday will be 8.50 hours with an unpaid lunch period of thirty (30) minutes.

Section 2.

Nothing in this Agreement shall constitute a guarantee of hours of work per day or of days of work per week. However, any Employee regularly working an eight (8) hour shift, who reports to work at this/her scheduled time not having been notified not to report, shall be given

the opportunity to work or be paid for at least six (6) hours. All other Employees are guaranteed four (4) hours work or pay for reporting time.

Section 3.

The Employer shall determine the starting and terminating time of each Employee consistent with the needs of residents. The Employee will post regular and rotating schedules on Monday of the week preceding the effective date of the schedule. If the Employer wishes to change an Employee's starting time he/she shall notify the Employee of such change in writing two (2) weeks in advance.

Section 4. Rest Period.

All Employees covered by this contract shall be entitled to one (1) fifteen minute rest period per shift with the period assigned at the sole discretion of the Employer. Break can be combined with lunch with approval of the Employer.

Section 5.

Past practice shall be continued with respect to weekend off except that weekends missed because of callout will be scheduled by the employer within thirty (30) days for make-up by the Employee, if needed.

Section 6. Call-Ins.

Employees who are not scheduled for work and who are asked to come in and who report within two (2) hour of being called will be paid for the full shift it being understood that Employees will report to work as soon after being called as possible.

**ARTICLE 28 – LEAVES OF ABSENCE**

Section 1.

In case of a proven disability (including maternity) or illness, Employees may make a written request of unpaid leave of absence for a maximum of nine (9) months or the length of the Employee's continuous service, whichever is less.

Section 2.

Employees may be granted a maternity leave of absence up to nine (9) months.

Section 3.

Employees must notify the Employer as far in advance as is practical if they know ahead of time that they will be requesting leave of absence.

Section 4.

The Employer may require doctor certification in the case of any leave of absence, and any Employee returning from a leave of absence for disability or illness must present a doctor's certificate that the Employee is able to perform all the job duties normally performed in his/her classification.

Section 5.

A leave of absence up to one (1) year may be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves do not interfere with the operation of the Employer.

Section 6.

Leaves of absence without pay for other reasons may be granted for up to thirty (30) days at the discretion of the Employer. Any extension of said leaves are also at the discretion of the Employer. The Employer will not unreasonably deny requests for an extension.

Section 7.

An Employee who has been accepted for training under the Philadelphia Hospital and Health Care – District 1199C Training and Upgrading Fund shall be given an unpaid leave up to and including the final day of training.

Section 8.

Leaves of absence for performance of duty with the U.S. Armed Forces or with a reserved component thereof shall be granted in accordance with applicable law.

Section 9.

A leave of absence shall begin after the following benefit time has been used: holidays and personal days. In the event of a disability, sick time and, at the option of the Employee, unused vacation time may also be paid.

Section 10.

When an Employee goes on a medical leave of absence, the Employer shall pay its share of the first premium that comes due following the commencement of the medical leave of absence.

**ARTICLE 29 – HEALTH AND WELFARE**

Section 1.

The company will agree to maintain comparable insurance plans.

Section 2.

The Employer shall provide \$6,000 life insurance to Employees who have completed probation.

Section 3.

All employees will pay the following percentages for the following coverages through June 30, 2021:

FOR INCUMBENTS

7/1/2014 Plan	Company Paid Percentage	Employee Paid Percentage
SINGLE	85%	15%
EMPLOYEE + Child	75%	25%
EMPLOYEE + Spouse	75%	25%
FAMILY	75%	25%

7/1/2015 Plan	Company Paid Percentage	Employee Paid Percentage
SINGLE	90%	10%
EMPLOYEE + Child	70%	30%
EMPLOYEE + Spouse	70%	30%
FAMILY	70%	30%

FOR NEW EMPLOYEES HIRED AFTER April 22, 2014

Plan	Company Paid Percentage	Employee Paid Percentage
SINGLE	80%	20%
EMPLOYEE + Child	60%	40%
EMPLOYEE + Spouse	60%	40%
FAMILY	60%	40%

If a Taft-Hartley multi-employer health and welfare plan is created during the life of this agreement, the parties agree to meet and discuss the (Employer's) participation if any and the terms of participation in the plan.

There will be a dependent care audit conducted every open enrollment at the expense of the company and dependents that have other insurance available (other than the exchange) will be excluded.

Direction will be given to the health insurance broker to immediately begin seeking renewal quotes on health insurance that includes:

Emergency Room Deductible at \$100

Prescription Drug Plan that has a defined 3 tier RX plan

Section 4.

Eligible Employees who show proof of alternate coverage may decline insurance coverage and the Employer will pay such Employees \$150 per month in lieu of single coverage, or \$200 per month in lieu of spouse, family, or parent and child coverage.

Section 5.

If the Employer should change coverage consistent with Section 1 above, I will notify the union of any change in carrier or plan and distribute any new summary plan description to the Union and Employees as soon as reasonable practical. The Employer will provide the Union reasonable notice per the facts and circumstances.

**ARTICLE 30 – PENSION**

Section 1.

The Employer will contribute four (4%) percent of gross payroll into a jointly trusted Union Management defined contributions pension plan for Employees who have completed probation.

**ARTICLE 31 – EFFECT OF LEGISLATION - SERPATABILITY**

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, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, as long as same is in force and effect but all other provisions of the Agreement shall continue in full force and effect.

**ARTICLE 32 – TRAINING AND UPGRADING FUND**

Effective July 1, 2015, the Employer shall contribute a sum equal to one and one-half percent (1.5%) of the gross payroll of all Bargaining Unit Employees to the Philadelphia Hospital and Health Care District 1199C Training and Upgrading Fund.

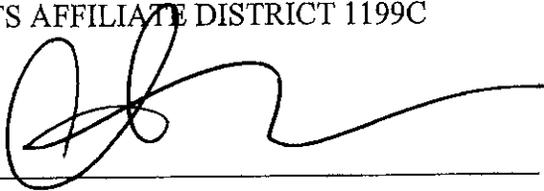
**ARTICLE 33 – DURATION OF AGREEMENT**

Section 1.

This Agreement shall be in full force and effect for the period commencing July 1, 2018, and ending Midnight June 30, 2021. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90<sup>th</sup>) day immediately preceding the termination date of this Agreement.

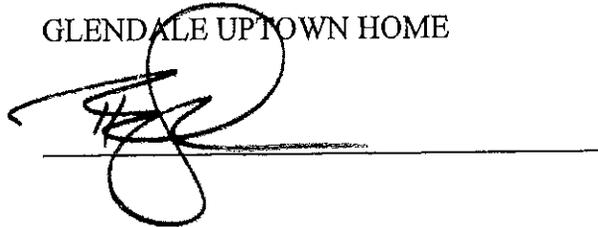
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18<sup>th</sup> day of March, 2019.

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



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GLENDALE UPTOWN HOME



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EXHIBIT "A" – WAGES

Job Classification	7/1/13  Last in job rate change	7/1/2018  0%	7/1/2019  0%	7/1/2020  2.25%
LPN (0-2 Yrs.)	\$22.10	\$22.10	\$22.10	\$22.60
LPN (2-10 Yrs.)	\$23.13	\$23.13	\$23.13	\$23.65
LPN (10 + Yrs.)	\$24.16	\$24.16	\$24.16	\$24.70
CNA	\$12.62	\$12.62	\$12.62	\$12.90
Restorative Aide	\$12.62	\$12.62	\$12.62	\$12.90
Ward Clerk	\$12.62	\$12.62	\$12.62	\$12.90
Transport Scheduler/Aide	\$12.62	\$12.62	\$12.62	\$12.90
Dietary Aide	\$12.41	\$12.41	\$12.41	\$12.69
Utility Aide	\$12.41	\$12.41	\$12.41	\$12.69
Cook	\$15.19	\$15.19	\$15.19	\$15.53
Cook Helper	\$12.41	\$12.41	\$12.41	\$12.69
Housekeeper	\$12.41	\$12.41	\$12.41	\$12.69
Housekeeper – Floor Tech	\$12.52	\$12.52	\$12.52	\$12.80
Housekeeper – Project Person	\$12.62	\$12.62	\$12.62	\$12.90
Laundry Worker	\$12.41	\$12.41	\$12.41	\$12.69
Maintenance Worker	\$13.81	\$13.81	\$13.81	\$14.12
Medical Assistant	\$14.48	\$14.48	\$14.48	\$14.81
Receptionist	\$12.83	\$12.83	\$12.83	\$13.12
Recreation Therapist	\$15.61	\$15.61	\$15.61	\$15.96
Recreation Aide	\$12.83	\$12.83	\$12.83	\$13.12
Receiving Clerk	\$13.08	\$13.08	\$13.08	\$13.37
Physical Therapy Aide	\$12.62	\$12.62	\$12.62	\$12.90

EXHIBIT "B"

CONSCIENTIOUS OBJECTOR CHECK-OFF  
AUTHORIZATION

Date: \_\_\_\_\_

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, AFSCME, AFL-CIO and its Affiliate District 1199C, as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said Union, and to remit all such deductions so made to the following charity:

This contribution shall be deducted from my pay and remitted to the charity no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

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

Social Security No. \_\_\_\_\_

Clock No. \_\_\_\_\_

Signature \_\_\_\_\_ Dept. \_\_\_\_\_

Address \_\_\_\_\_

EXHIBIT "C"  
CHECK-OFF AUTHORIZATION

Date: \_\_\_\_\_

To: \_\_\_\_\_

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its Affiliate District 1199C, as a condition of membership and in addition thereto, to deduct each month my membership dues from my wages or salary; and to remit all such deductions so made to the National Union of Hospital and Health Care Employees, AFL-CIO, no later than the tenth (10<sup>th</sup>) day of each month immediately following the date of the deduction or following the date provided in the Agreement for such deduction. This Authorization shall remain in full force and effect until the same is revoked by me in writing, copies of which revocation have been sent to the Hospital and to the Union.

Social Security No. \_\_\_\_\_

Dept. \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

EXHIBIT "D"  
DISTRICT 1199C POLITICAL ACTION FUND  
CHECK-OFF AUTHORIZATIONS

Date: \_\_\_\_\_

To: \_\_\_\_\_

You are hereby authorized and directed to deduct from my wages or salary the sum of \$ \_\_\_\_\_ per \_\_\_\_\_ month, and to forward such amount to the District 1199C Political Action Fund. This is a voluntary authorization made with the specific understanding that this contribution to the District 1199C Political Action Fund is not conditional of membership in the Union or employment with the Employer. I authorize the District 1199 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.

Social Security No. \_\_\_\_\_

Dept. \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_