

COLLECTIVE BARGAINING AGREEMENT BY AND

BETWEEN

ELKINS CREST HEALTH & REHABILITATION

CENTER AND

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

EFFECTIVE DATES

UPON RATIFICATION THROUGH JANUARY 31, 2023



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AGREEMENT

This AGREEMENT, made and entered into by and between Elkins Crest Health and Rehabilitation Center, (hereinafter called the "Employer"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C, with its offices at 1319 Locust Street, Philadelphia, PA 19107 (hereinafter called the "Union"), acting on behalf of the Employees of the said Employer, as defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WHEREAS, the Employer and the Union have been parties to a series of collective bargaining agreements, the most recent of which is effective by its terms upon ratification through January 31, 2023. .

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 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

Article 1.1

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all the full-time and regular part-time Employees in the following bargaining unit: all service and maintenance Employees, including Activities Aides, and Licensed Practical Nurses as certified by the National Labor Relations Board.

(b) Excluded from the aforesaid bargaining unit are all registered nurses, licensed practical nurse supervisors, nursing unit coordinators, licensed therapists, office clerical employees, guards, supervisory, confidential, executive and managerial employees, and temporary employees as defined herein.

(c) A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project

or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months, or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which 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. Disciplinary action and/or discharge of the temporary Employee may occur at any time, and such action will not be subject to the grievance or arbitration provisions of this Agreement.

Article 1.2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1.1 hereof.

Article 1.3. In order that each new bargaining unit member may be made familiar with the provisions of this agreement and his/her rights and responsibilities thereunder, the Employer will allow the Union or designee the opportunity to meet with the new bargaining unit members during the Employers New Hire Orientation.

ARTICLE 2- UNION SECURITY

Article 2.1. 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.

Article 2.2. 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.

Article 2.3. All Employees hired after the effective date of this Agreement shall become members of the Union after completion of the probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Article 2.4. For the purposes 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.

Article 2.5. 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 to Employer requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

Article 2.6. 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

Article 3.1. Upon receipt of a written authorization from an Employee, the Employer shall, pursuant to such authorization, deduct from the wage 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 fee, as fixed by the Union. The initiation fee shall be paid in two (2) monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.

Article 3.2. 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.

Article 3.3. Employees who do not sign written authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.

Article 3.4. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during the pay period in which the dues are deducted, shall have failed to receive sufficient wages to equal dues deduction.

Article 3.5. Each month the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

Article 3.6. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, their dates of hire, and names of terminated Employees together with their dates of termination, and names of Employees on leave of absence.

Article 3.7. Upon receipt of a written authorization from an Employee in the form annexed hereto, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first pay period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199C Credit

Union of said Employee. It is understood that such check-off remittance shall be made by the Employer whenever feasible.

Article 3.8. Upon receipt of a written authorization from an employee in the form annexed hereto, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee on a monthly basis, the sum specified in said authorization and remit same to the District 1199C Political Action Fund of said Employee.

Article 3.9. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4- UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

Article 4.1. The Employer should be notified in writing of the names of delegated Employees that have been authorized to act on behalf of the Union as delegates and this list shall be kept current. There shall be no more than six (6) delegates unless mutually agreed to by the Union and management. Those identified persons shall be permitted to post approved notices during working hours but not working time. All notices must be reviewed by the Employer, approved and initialed for posting. These approvals will not be unreasonably denied. The Employer shall provide one enclosed and locked bulletin board for the use of the Union for the posting of such notices. The authorized Union representative shall have a key, as shall the Administrator.

Article 4.2. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time, or in any resident area.

Article 4.3. An authorized representative of the Union shall, upon prior notice of at least twenty-four (24) hours to the Administrator or his/her designee, have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Immediately, when a Union representative enters the Employer's premises, he/she shall notify the administrator or person in charge of his/her visit so that his/her activities do not interfere with resident care or efficient operation of the Facility. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. The Union representative shall enter resident care areas only when accompanied by a representative of administration.

Article 4.4. A Union delegate who must visit a department other than his/her own for the purpose of investigating a grievance shall be allowed to do so with the mutual permission and agreement of the department heads involved. Such permission shall not be unreasonably denied.

Article 4.5. Five (5) union delegates shall be granted two (2) days off with pay per contract year to attend Union training sessions, provided the Employer's operation shall not be impaired and that the Union gives the Employer fourteen (14) calendar days advance notice in writing to the Administrator or designee of such meeting.

ARTICLE 5- PROBATIONARY EMPLOYEES

Article 5.1. Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for sickness and other leaves of absence.

Article 5.2. During or at the end of the probationary period, the Employer may suspend, demote, discipline, discharge any such Employee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

Article 5.3. During the probationary period the Employee shall have no seniority rights and shall not be entitled to receive any economic or fringe benefits other than wages unless said benefits are required by law.

Article 5.4 The employer shall have the right to extend an employee's probationary period by thirty (30) days with notice to the Union.

ARTICLE 6- SENIORITY

Article 6.1. Definition.

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

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

Article 6.2. Accrual.

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

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay for a period of up to two (2) months for Employees with more than one (1) year of seniority. Benefits will not be accrued nor paid during such a leave, except for payment of earned vacation.

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

(d) Temporary Employees, as defined in the 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.

Article 6.3. Loss of Seniority.

Seniority and the employment relationship shall cease if any of the following occurs:

- (a) The Employee is discharged for just cause.
- (b) The Employee quits or retires.
- (c) The Employee is absent from work for one (1) working day without prior and proper notification to the Employer, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period.
- (d) The Employee, when recalled from layoff, fails to inform the Employer of his/her intent to return to work within seven (7) calendar days after the date on which the notice of recall is received at the Employee's address as shown on the records of the Employer or he/she fails to report to work when scheduled to report by the Employer. Employee notice will be sent by certified mail, a copy of which will be sent to the Union.
- (e) The Employee fails to return to work on the day following the expiration of a leave of absence or vacation, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period.
- (f) While on a leave of absence, takes another job during his/her normal working hours without written permission of the administrator.
- (g) Falsifies the reason for a leave of absence, whether such leave is paid or unpaid.

(h) The Employee fails to return at the conclusion of an approved FMLA Leave. If eligible, the Employee can request personal leave so long as the personal leave is requested prior to the expiration of the approved FMLA leave.

Article 6.4. 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.

Article 6.5. Layoffs

- (a) In the event a layoff becomes necessary within a job classification, Employees not covered by this Agreement in the job classification will be laid off first, then probationary Employees within that job classification shall be laid off next, without regard to their individual periods of employment. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority.
- (b) In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a less senior Employee in another classification in another department which the Employee has the ability and qualifications to perform and has held that job classification in the past, then job classification seniority shall prevail in assigning such Employees scheduled to be laid off to such position. This provision is not intended to circumvent the job posting provisions of this Agreement. When an Employee fills a vacant position or exercises his/her bumping rights, he/she 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 that classification.

Article 6.6. Job Posting. When the Employer creates a regular new full-time job or regular part-time position or seeks to fill a permanent vacancy occurring in an existing full-time job, or regular part-time position, the Employer agrees to post a notice of such opening for seven (7) consecutive calendar days on a bulletin board in the Facility. The Employer's selection of an applicant for such opening shall be based upon consideration of the following factors among the applicants.

- (a) Seniority.
- (b) Ability (including knowledge, skill, aptitude and experience, to be determined by the Employer) - Seniority shall be controlling where the factors listed in (b) are equal.

- (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 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 grievance and arbitration provisions of this Agreement.
- (d) Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.

Article 6.7. Temporary Transfer. The Employer shall have the right to transfer Employees to another job classification on a temporary basis. An Employee temporarily so assigned to a different classification for the convenience of the Employer will be paid the rate of pay which he/she received in his/her regular classification or the rate of pay of the classification to which he/she is temporarily assigned, whichever is higher.

Article 6.8. Seniority List. A seniority list of Employees will be posted by the Employer in the Facility. If any Employee disputes any seniority dates shown on such list, such dispute shall be handled through the grievance procedure, except that the time for presenting any such grievance shall be extended to thirty (30) calendar days after the date of those dates first appear on a list posted by the Employer. If an Employee is on an approved leave, he/she will have thirty (30) days upon his/her return to contest the posted seniority-date. The Employer shall update the seniority list not less frequently than once every six (6) calendar months. The Employer will furnish the Union with a copy of the seniority list and each update thereof.

Article 6.9. Recall.

- (a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/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.

Article 6.10. 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 groups shall be:

Nursing
Dietary
Housekeeping/Laundry
Maintenance

ARTICLE 7- RESIGNATIONS

Article 7.1. An Employee who resigns shall give the Facility fourteen (14) calendar days written notice.

Article 7.2. An Employee, who gives written notice of resignation and works out his/her notice period or who is terminated without just cause, shall be entitled to receive payment of accrued but unused paid time off at 50% of the value on the effective date of the resignation or termination. If notice is not given as provided above, an Employee shall not be entitled to PTO.

ARTICLE 8-DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES

Article 8.1. Full-Time Employees are regularly scheduled to work ten (10) days per period of either eight (8) or seven and one-half (7.5) hours per pay period, and are eligible for all fringe benefits.

Article 8.2. Part-Time Employees are regularly scheduled to work thirty-two (32) hours per pay period but less than seventy-five (75) hours per pay period and are eligible for vacation, sick leave, and holiday pay on a pro-rated basis. Part-time Employees are not eligible for health and welfare benefits.

ARTICLE 9- HOURS OF WORK AND OVERTIME

Article 9.1. Regular full-time Employees shall work on the shift, shifts, or shift arrangements for which they were hired.

This should not be construed as restricting voluntary acceptance of work. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which 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.

Article 9.2. Employees may trade days off provided they do so within the same pay period and provided it does not cost the Employer any additional money as overtime. The change request must be in writing and submitted to the supervisor or designee for his/her approval prior to the change. Both Employees must sign the request before the change will be considered.

Article 9.3. An Employee shall receive an unpaid lunch period of thirty (30) minutes during a shift lasting at least seven and a half (7.5) hours.

Article 9.4. An Employee shall receive a paid break period of fifteen (15) minutes in the first four (4) hours of a shift lasting at least four (4) hours, and a paid break period of fifteen (15) minutes in the second four (4) hours of a shift lasting eight (8) hours.

Article 9.5. Work schedules shall be posted a minimum of ten (10) days prior to the start of the pay period. The pay period for regular full-time Employees shall be defined as not less than seventy-five (75) hours.

Article 9.6. Employees shall not be required to make-up weekends not worked due to vacation.

Article 9.7. The payroll week is Sunday to Saturday .

Article 9.8. Employees who are not scheduled for work and who are asked to come in, and who report within one (1) hour of the start of the shift for which they are called in, will be paid for the full shift, it being understood that employees will report to work as soon after being called as possible.

Article 9.9. An Employee who reports for work at the start of his/her regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of four (4) hours pay at the regular hourly rate of pay or they may be assigned other work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or to other conditions or causes beyond the control of the Employer.

Article 9.10. Employees shall receive every other weekend off. Those presently receiving a greater benefit shall maintain that benefit. It is understood that if an employee calls off on any part of the employee's schedule weekend to work that employee will be required to work a makeup weekend within two (2) pay-periods

without regard to the every-other-weekend protocol. The employee will still be accountable for that absence occurrence.

Article 9.11. In the event that the Employer wishes to permanently change an Employee's starting time, the Employer shall notify the Employee in writing of such change two (2) weeks in advance. In the event that the Employer wishes to temporarily change an Employee's starting time due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary, but the Employer will attempt to notify the Employee as far in advance as possible. This provision shall not apply to probationary Employees.

Article 9.12. Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for all hours worked over forty(40) hours in a work week. Overtime shall not be pyramided. Employees who are mandated to work extra hours shall be paid at the rate of one and one-half (1.5) times the regular rate of pay.

Article 9.13. The Employer will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees, whenever possible.

ARTICLE 10- WAGES

Article 10.1. All non-probationary employees shall be entitled to wage increases on the first full pay period following the dates indicated below:

Upon Ratification of this Agreement:

\$400.00 lump sum payment for all full-time employees
\$200.00 lump sum payment for all part-time employees

July 1, 2019:	\$0.25 per hour
July 1, 2020:	\$0.25 per hour
July 1, 2021:	\$0.15 per hour
July 1, 2022:	\$0.25 per hour

For the duration of the Collective Bargaining Agreement, the starting pay rates shall be as follows:

<u>Classification</u>	<u>Start Rate</u>
Certified Nursing Assistant	\$14.00
Dietary Cook	\$14.05
Maintenance Assistant	\$13.73
Dietary Aide	\$12.84
Housekeeping/Laundry/Aide	\$12.84
Activities Assistant	\$11.00
LPN	\$25.00

The Employer may increase these starting rates with notice to the Union. No employee currently in the same classification shall be paid less than ten (10) cents above the new starting rate.

Article 10.2. The following shift differentials shall apply:

Certified Nursing Assistants who work the second and third shifts (3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m., or similar) shall receive fifty cents (\$0.50) per hour shift differential. The Employer may increase this amount with notice to the Union.

LPNs who work the second shift (3:00 p.m. to 11:00 p.m. or similar) shall receive two dollars (\$2.00) per hour shift differential. LPNs who work the third shift (11:00 p.m. to 7:00 a.m. or similar) shall receive (\$.75) per hour shift differential.

Article 10.3. 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 the Agreement, the wage rate of such Employee shall be determined by negotiating between the Union and the Employer. Before the position is implemented, the wage rate must be mutually agreed upon. 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.

Article 10.4. Employees will be offered the Employer's 401-K Plan, which shall include a discretionary Employer match.

ARTICLE 11- HOLIDAYS

Article 11.1. Eligible Employees upon completion of their probationary period shall be entitled to the following paid holidays within each calendar year:

Martin Luther King Jr.'s Birthday	New Year's Day
Memorial Day	Independence Day
Norman Rayford Day (Aug 28)	Labor Day
Christmas	Thanksgiving

The Holidays shall be grouped as A and B holidays (every other holiday) and the employees shall be scheduled to work either A or B holidays each year on a rotating basis.

Article 11.2. Employees shall be paid at one and one-half (1.5) times their regular hourly rate for all hours worked on a holiday

Article 11.3. Regular part-time Employees shall receive holiday pay based on a pro-rated basis of an employee's hours worked in the five (5) pay periods immediately preceding the holiday.

Article 11.4. If the holiday falls on an Employee's day off, the Employee will receive the holiday pay.

Article 11.5 Employees must work their scheduled day prior to and after the holiday to qualify for holiday pay. Employees scheduled to work must work the holiday to qualify for holiday pay. An Employee on a paid leave of absence shall be entitled to the holiday pay.

Any Employee on unpaid leave of absence shall not be entitled to any holiday pay falling within the unpaid leave of absence.

Article 11.6. Recognizing that the Employer operates every day of the year and that it is not possible for all Employees to be off the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

ARTICLE 12- PTO

Article 12.1. Full-time employees shall begin to accrue paid time off on an hourly basis on the following schedule:

<u>Years of Service</u> ¹	<u>Hourly Accrual Rate</u>	<u>Annual Accrual</u>
90 Days – Less than 5 years	0.0577 per hour	15 days (112.5 hours)
Five Years – Less than 10 years	0.0769 per hour	20 days (150 hours)
10 Years or More	0.0965 per hour	25 days (187.5 hours)

Article 12.2. Paid time off shall accrue on all non-overtime hours paid.

Article 12.3 Part-time employees shall begin to accrue paid time off on a pro-rata basis based on non-overtime paid hours.

Article 12.4. Employees shall provide two (2) weeks' notice, where practical, when using paid time off. In the event an employee utilizes paid time off for an emergency or for an unexpected illness, the employee shall provide two (2) hours' notice. Request for the use of paid time off shall not be unreasonably denied. Paid time off shall not be utilized between December 15 and January 2 except for in the case of illness accompanied by documentation from a health care provider.

¹ Based on years employed in the bargaining unit by the Employer or any of its predecessors.

Article 12.5. If an employee uses paid time off for an illness for three or more consecutive days, the employee shall be required to submit documentation from a health care provider.

Article 12.6. Employees may carry over up to forty (40) hours per year into the following year up to a maximum of eighty (80) hours. Prior to December 1 of each year, Employees may sell back up to half of their unused accrued paid time off (minimum 20 hours) at a rate of 50 % of the value, provided the sell back results in the employee having at least twenty (20) PTO hours remaining.-

Article 12.7. Upon a change in ownership, the employer shall pay out to employees all accrued but unused paid time off at a rate of 50 percent of the value upon the change in ownership.

ARTICLE 13 PAID LEAVE OF ABSENCE

Article 13.1

(a) In the event of the death of an Employee's parent, spouse, child, brother, sister grandparent or grandchildren, 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 the death and the day after the funeral.

(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.

Article 13.2 Jury Duty Pay. The Employer shall grant to all regular part-time and full-time Employees, after completion of their probationary period, who are required to serve on jury service, the difference between the Employee's regular straight time weekly earnings and any jury fee paid to the Employee. The Employee shall notify the Employer upon receipt of jury service notice as soon as practical. When an Employee is released for a day during any period of jury service, she/he shall report to the Facility for work, if it is a scheduled work day.

ARTICLE 14 - UNPAID LEAVES OF ABSENCE

Article 14.1 Family & Medical Leave Act (FMLA). All employees shall be covered by the FMLA. If a greater benefit exists under the Collective Bargaining Agreement, the benefit shall be maintained.

Employees who are legally eligible for FMLA shall exhaust all FMLA leave

prior to requesting a medical leave of absence under Article 14.2. The total amount of medical leave an Employee may take including FMLA and unpaid medical leaves of absence is twelve (12) months.

Article 14.2 Disability Leave. Leaves of absence due to injury, illness or maternity may be granted to an Employee who has completed the probationary period. A leave of absence can be granted on a month to month basis. A request for extension must be in writing. Such extension shall not be unreasonably denied and the total length of a leave and any extensions may not exceed one (1) year. In requesting a leave of absence, the Employee must give prompt, written notice of disability to the Facility.

The notice will include a doctor's certification, stating the nature of the disability, the date until which the Employee may work (if applicable) and expected date of return to work. If a request for an extension is made, a doctor's certification of continued disability must be submitted for each month that the leave is extended.

Two (2) weeks prior to returning to work, a doctor's certification stating that the Employee is physically able to return to work must be submitted to the personnel clerk/immediate supervisor. The Employer reserves the right to require the Employee to be evaluated by a designated physician.

In the event of a disagreement between the doctor designated by the Employer and the Employee's doctor, the Employee will be examined by the third doctor mutually agreed to by the Employer and the Union. The decision of the third doctor concerning the Employee's condition will be binding on all parties.

Upon return to work from a leave of absence, an Employee will be restored to the job previously held, or a comparable job with regard to work and rate of pay. (i.e., an Employee on the first shift who goes on leave of absence shall, upon return to work, be returned to the first shift. The replaced Employee will be transferred in accordance with the provisions of this Agreement.)

Failure to notify the Employer of availability of work, failure to return to work upon the expiration of a leave or continued absence from work because a leave extends beyond the maximum allowed, will be considered a voluntary termination of employment.

Nothing contained in this Article or in any other provision of this Agreement shall be construed as authorizing or permitting sporadic absences for any reason.

Except for leave of absence because of an Employee's illness or injury or other circumstances beyond the Employee's control, a leave of absence will not become effective earlier than the fourteenth (14th) calendar day following the Employee's submission of his/her written request for leave.

An Employee shall not be entitled to return from a leave of absence unless the Employee has given the Employer at least seven (7) calendar days advance written notice of returning to work; however, the Employer may waive this provision at its discretion.

Falsification of the reason for a request for a leave of absence or obtaining gainful employment during a leave of absence shall be cause for discharge.

Article 14.3 Personal Leave. Leaves of absence for personal reasons may be granted to an Employee who has completed the probationary period. A leave of absence may be granted for up to thirty (30) days. Extensions will be considered on a case by case basis. Extensions may be granted at the discretion of the administrator, but the total length of a leave and any extensions may not exceed one (1) year. Such extensions shall not be unreasonably denied.

The Employee is responsible for requesting such a leave and obtaining management approval prior to his/her absence. An Employee may not accept other employment while on a leave and may be terminated for violation of this provision except where written consent has been obtained from the Employer.

Two (2) weeks prior to returning to work a written notice must be presented to the personnel clerk/immediate supervisor. When possible an Employee returning from leave will be assigned to the same or substantially equivalent job. If this is not possible, the Employee will be given preference in filling other jobs for which he/she is qualified, and based on seniority.

Article 14.4 Military leave. Notwithstanding any other provision of the Agreement, any Employee with seniority rights who leaves the employment of the Employer to enter the military service of the United States shall have all of the rights of reinstatement seniority, status and pay provided in the applicable laws of the United States as amended from time to time.

ARTICLE 15- HEALTH INSURANCE

Article 15.1 Medical insurance shall begin the first (1st) of the month following the employee's sixtieth (60th) day of employment. In accordance with the Affordable Care Act (ACA), Employees who work thirty (30) or more hours per week shall be eligible to participate in the Saber Healthcare Group Benefit Program under the same terms and conditions as non-bargaining unit employees, with the following exceptions:

- (a) Employees hired prior to April 1, 2018, and who elected to participate in the Employer's health care plan upon the Employer's takeover of operations, shall pay fifteen percent (15%) of the total premium of the Employee Only health care insurance.

- (b) All other employees shall pay for 20% of the cost of the premium for Employee Only health care insurance.
- (c) Employees who wish to purchase single plus one or family coverage of the base medical plan, or elect the employer's upgraded medical plan may do so by paying the difference between the Employer's contribution above and the higher plan's total plan premium. For example, if the employer pays 90% of \$500.00 for the single only base plan, then the employee can take that \$450 and apply it toward a higher medical plan, such as family coverage, or single coverage in the upgraded medical plan, with the employee paying the difference between \$450 and the total premium.
- (d) The parties agree to meet and confer if the total premium of the base single only coverage increases greater than fifteen percent {15%} in any one year.
- (e) If the ACA is altered or repealed, the parties agree to meet and confer on medical insurance.

Article 15.2 Eligible full-time Employees (under section 8.1) may purchase dental, vision, and any other supplemental insurance offered to the facility's non-union Employees at the posted Employee rates.

Article 15.3 Full-time employees as defined in Article 8.1 shall receive Employer paid life insurance in the amount of \$15,000.

ARTICLE 16 - SAFETY

Article 16.1 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.

ARTICLE 17 - PERSONNEL FILES

Article 17.1 An Employee, and his/her Union representative and/or delegate, upon written consent of the Employer, may inspect the contents of his/her personnel file under the following terms and conditions.

- (a) he/she must make an appointment with the Personnel Department;
- (b) he/she will not be paid for the time inspecting his/her file;

- (c) nothing may be removed from the file; and
- (d) nothing may be written by the Employee or his/her representative or delegate on any papers in the file.
- (e) No copies of the file may be made.

Article 17.2 All minor infractions on an Employee's records shall be inactive after twelve (12) months, provided that the twelve (12) month period shall be free of related infractions. Resident care related infractions shall remain in the employee's personnel file. This Article shall include discipline issued by the Employer's predecessor.

Article 17.3 Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who disagrees with the evaluation shall have the right to express his/her written opinion of the evaluation and the written opinion will be attached to the evaluation form and placed in his/her personnel file.

ARTICLE 18 - DISCHARGE AND PENALTIES

Article 18.1 The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.

Article 18.2 The Employer will notify the Union in writing of any discharge or suspension within seventy-two (72) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within seven (7) 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.

ARTICLE 19 - GRIEVANCE PROCEDURE

Article 19.1 A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. Within ten (10) calendar days (except as provided in the 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 oral

answer to the Employee and/or Union delegate or other representative within seven (7) calendar days after the presentation of the grievance.

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 Administrator or designee. A grievance so presented in Step 2 shall be answered by the Employer in writing within seven (7) calendar 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 Regional Vice President or designee; and the Regional Vice President or designee shall render a decision in writing within seven (7) calendar days after the presentation of the grievance in this Step.

Article 19.2 Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limit specified above.

Article 19.3 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.

Article 19.4 A grievance which affects a substantial number {3 or more} or class of Employees, and which the Employer representative designated at Step 1 lacks authority to settle, may initially be presented at Step 2 by Union representative.

Article 19.5 The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any step are absolute, and the failure of the Union or the aggrieved Employee to proceed at any step within the time prescribed or in the manner prescribed shall constitute the Union's acceptance of the Company's position. Failure on the part of the Employer to answer a grievance at any step allows the grievance to proceed to the next step. The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any step may be extended by mutual agreement of the Union and the Employer.

ARTICLE 20 - ARBITRATION

Article 20.1 A grievance which has not been resolved may, within twenty {20} working 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.

Article 20.2 The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Article 20.3 If the discharge of an Employee results from conduct relating to a resident and the resident does not appear at the Arbitration, the arbitrator shall not view this as detrimental to the Employer's case.

Article 20.4 The arbitrator shall have no right to add to, subtract from, nullify, ignore or modify any of the terms of this Agreement. He/she shall consider and decide only the particular issue presented to him in writing by the Employer and the Union, and his/her decision and award shall be based solely upon his/her interpretation or application of the terms of this Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall render no award. No award rendered shall be retroactive beyond the date the grievance was originally filed with the Employer. The award of the arbitrator shall be final and binding on the Employer, the Union, and the Employee or Employees involved.

Article 20.5 Each arbitration hearing shall deal with not more than one (1) grievance except by mutual written agreement of the Employer and the Union.

ARTICLE 21 - MANAGEMENT RIGHTS

Article 21.1 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 Facility; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote, transfer, layoff and recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain the efficiency of 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 Facility rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the Facility, attain and maintain full operating efficiency and optimum resident care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 22 - NO STRIKE OR LOCKOUT

Article 22.1 No Employee shall engage in any strike, sit-down, sit-in, slowdown, cessation, stoppage, interruption of work, boycott or other interference with the operations of the Employer.

Article 22.2 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 stoppage, interruption of work, informational picket, boycott or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

Article 22.3 The Union agrees- that in the event an unauthorized strike or work stoppage of any kind occurs it will immediately notify the Employees involved of the violation of this Article and advise them to return to work immediately. The Union will also promptly notify the Employer of its actions and that the Employees action is unauthorized. After notification by the Union to the Employer, those members who continue the unauthorized activity may be discharged or otherwise disciplined subject to the grievance and arbitration Articles of this Agreement.

Article 22.4 The Employer agrees that it will not lock out Employees during the term of this Agreement.

ARTICLE 23 - GENERAL PROVISIONS

Article 23.1 Job Descriptions. Job descriptions shall be provided by the Employer to the Union and to each Employee.

Article 23.2 Break Room. The Employer shall continue to provide a break room.

Article 23.3 Change of Assignment. Pulling Employees to another floor shall be done based on resident care needs, with volunteers and part-time Employees being pulled first if possible and full-time Employees on a rotating schedule beginning with the least senior Employee.

Article 23.4 Correct Home Address and Phone Number. It is the obligation of every Employee, including those on layoff, to keep the Employer informed in writing of his/her current home address and telephone number. The Company's obligation in connection with recall shall end with a notice of recall sent by the Employer by certified mail or by telegram to the Employee's current address as

shown on the records of the Employer. A copy of the recall certified letter will be sent to the Union.

Article 23.5 Bargaining Unit Work. Supervisors shall not do work normally performed by bargaining unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies, or where the normal duties of supervisors overlap the duties of Employees. An emergency is herein defined as any 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.

Article 23.6 Payroll Errors. All payroll errors which are the fault of the Employer and exceed twenty-five dollars (\$25.00) shall be corrected within seventy-two (72) hours from the date the Employee notifies the Employer of the error provided the employee has no time card errors (not Kronos caused) or missed punches in the same pay period. This does not apply to employees that must leave the building to shuttle residents.

Article 23.7 Uniform Allowance. A Uniform Allowance shall be provided to eligible employees who have cleared probation as follows:

Full-time employees: \$100.00 per year, to be paid in the first full pay period following August 1st.

Part-time employees: \$50.00 per year, to be paid in the first full pay period following August 1st.

Uniform allowance shall be paid upon the showing of receipts and shall be non-taxable and paid with payroll.

ARTICLE 24 - NON-DISCRIMINATION

Article 24.1 The parties agree not to discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, sexual preference, age, or any veteran. 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 25 - GROUP LEGAL SERVICE FUND

Article 25.1 Effective July 1, 2021, the Employer shall contribute monthly the sum of ten cents (\$0.10) 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.").

Article 25.2 Such payments by the Employer shall be paid 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.

Article 25.3 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 decision shall be final and binding.

Article 25.4 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.

Article 25.5 Together with the periodic payments therein 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 numbers, 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 Employees for benefits.

Article 25.6 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.

Article 25.7 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.

Article 25.8 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 - TRAINING AND UPGRADING FUND

Article 26.1 Effective April 1, 2019, the Employer shall contribute monthly to the Philadelphia Hospital and Health Care- District 1199C Training and Upgrading Fund (hereinafter referred to as the "Fund") a sum equal to one and one-half percent (1.5%) of the gross payroll of all Employees in the bargaining unit covered by this Agreement, including regular part-time Employees, but excluding Employees who have not completed their probationary period.

Article 26.2 Contributions so received by the Trustees shall be used to study Employer- manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs, to develop career ladders and to subsidize employees in training, and when necessary, the costs of training in areas of manpower shortages. Such programs 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 Employers, shall attempt to secure additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

Article 26.3 The Trustees of the 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, as provided elsewhere in the Agreement.

Article 26.4 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. The Employer agrees to make available to the Fund such records of employees as classifications, names, 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 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.

Article 26.5 An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

ARTICLE 27 - SEPARABILITY

Article 27.1 If in any provision of this Agreement, or the application of a provision to any person or circumstances, shall be held invalid or is in conflict with any present or future federal, state or local law, the remainder of the Agreement or application of such provision to persons or circumstances other than those as to which it is invalid shall not be affected thereby.

ARTICLE 28 - SUCCESSORSHIP

Article 28.1 Before an Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transferee, assignee, or successor, the Employer agrees that such a purchaser, transferor, assignee or successor shall be advised in writing of the existence of this Collective Bargaining Agreement. The Employer further agrees that a copy of said notice shall be sent to all parties to this Agreement.

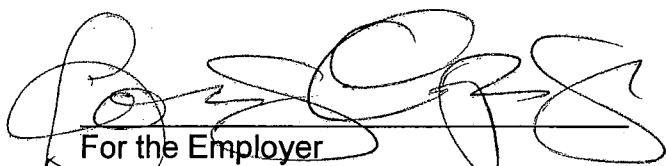
ARTICLE 29 DURATION, CHANGE, RENEWAL OF AGREEMENT

Article 29.1 This Agreement shall become effective upon ratification and shall remain in force and effect until 12:01 A.M. of January 31, 2023, and from year to year thereafter, unless terminated in accordance with the provisions of this Article.

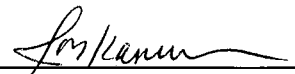
Article 29.2 If either party desires to terminate or modify the Agreement, it shall give the other party written notice of such desire at least ninety (90) days prior to the expiration date of the contract or of any term of renewal thereof. The written notice must be sent by certified mail. If agreement is not reached with respect to such changes or modifications by the expiration date of the Agreement, the Agreement and all of its provisions and obligations shall terminate unless extended for an additional period by mutual written agreement.

Elkins Crest Health & Rehabilitation
Center, LLC


National Union Hospital and
Health Care Employees,
AFSCME, AFL-CIO, and its
Affiliated District 11109C



For the Employer
COUNSEL 12-4-18



For the Employer 12-11-18



For the Union

**SCHEDULE A
STARTING PAY RATES**

The starting pay rates upon ratification shall be as follows:

<u>Classification</u>	Start
Licensed Practical Nurse	\$25.00
Certified Nursing Assistant	\$14.00
Dietary Cook	\$14.05
Maintenance Assistant	\$13.73
Dietary Aide	\$12.84
Housekeeping/Laundry	\$12.84
Activities Assistant	\$11.00

Management reserves the right to increase start rates at any time with notice to the Union.

SIDE LETTER

The parties shall enter into a side letter agreement representing the parties' agreement on the following issues:

(1) The Employer's right to implement a new employee handbook, which shall constitute additional initial terms and conditions of employment, and, in the event that it conflicts with the collective bargaining agreement, the collective bargaining agreement governs.

(2) The Employer shall not be responsible for any grievances, arbitrations or unfair labor practice charges that arose prior to the Employer's takeover of operations.

(3) All past practices that arose prior to the Employer's takeover date shall be eliminated.

(4) The accrual of PTO after ratification shall accrue based on the employees' seniority in the bargaining unit.

(5) The parties shall meet to discuss transportation issues when severe weather conditions exist.

(6) Any bargaining unit employee who has not currently received the 6.625% wage conversion due to the decrease in daily hours from 8 to 7.5 hours shall receive the wage conversion in the first full pay period after ratification. The wage conversion shall occur prior to the application of any across the board increases or increases due to an increase in the starting wage rates.