

COLLECTIVE BARGAINING AGREEMENT

By and Between

BROOMALL OPERATING COMPANY LP

d/b/a

BROOMALL REHABILITATION AND NURSING CENTER

and

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

Upon execution through June 30, 2021

465826_5

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THIS AGREEMENT, made and entered into this ____ day of _____ September, 2018, by and between BROOMALL OPERATING COMPANY LP, d/b/a BROOMALL REHABILITATION AND NURSING CENTER hereinafter called the "Employer", and DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, having its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107-10036, hereinafter called the "Union", acting herein on behalf of the Employees of the said institution as hereinafter defined now employed and hereafter to be employed and collectively designated as the "Employees".

WITNESSETH

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

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the 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 I - RECOGNITION - THE COLLECTIVE BARGAINING UNIT

1. Definitions

- a. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all in the following bargaining unit: All service and maintenance Employees of Broomall Operating Company LP, d/b/a Broomall Rehabilitation and Nursing Center.
- b. Excluded from the aforesaid bargaining unit are all registered nurses, licensed practical nurses, private duty nurses' aides and private duty licensed practical nurses, probationary Employees, chef/cooks, maintenance techs, office clerical Employees, watchmen, supervisors as defined in the National Labor Relations Act (the "Act"), as amended and part-time Employees who work a total of sixteen (16) hours per week or less for the job classifications in which they work and temporary Employees as herein defined.

In the event dietary employees, housekeeping employees, and laundry employees are again employed "in house," existing employees shall be rehired upon successful passage of a background investigation and drug screen, and included in the bargaining unit. Employees shall retain their original seniority date.

- 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 absent Employee. The said three-month period may be extended for the length of time necessary to replace the absent Employee, with the consent of the Union, which shall not be unreasonably withheld. Temporary Employees will become members of the Union after completion of three months of service.
2. It is agreed that this contract shall apply and continue in full force and effect at any location to which the Employer may move.
3. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article I, Paragraph 1-a hereof.
4. 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 has contractual relations with the Union and quoting or paraphrasing the provision of Articles II and III of the Agreement.
5. All part time Employees covered by this Agreement (regularly scheduled more than 16 hours per week per Section 1(b) above) shall receive the wage rates hereunder. Part time Employees covered by this agreement shall receive fringe benefits pro rata that of a full-time Employee hereunder. Full-time employees are defined as those who are regularly scheduled 37 ½ hours per week or more.

ARTICLE II – UNION SECURITY

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.
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 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.
3. For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required as a condition of membership.
4. Subject to Article XXI, an Employee who has failed to maintain membership in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

5. 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 through the operation of this Article.

ARTICLE III - CHECK OFF

1. Upon receipt of a written authorization from the Employee in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) working days of employment, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two consecutive monthly installments beginning the month following the completion of the probationary period. In the event of Union amends the initiation fees and/or dues schedule, the Employer agrees to make a revised deduction from the Employee's pay upon thirty (30) days written notice from the Union.
2. Upon written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia, Pennsylvania, office of the Union, as designated in said notice. It is agreed that after receipt of such notice if the Employer is unable to comply with such request, for example utilizing a third party payroll administration service, additional time to comply with the request will not be unreasonably denied to the Employer by the Union.
3. Employees who do not sign authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
4. Any member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting labor organizations and who demonstrates such membership and adherence to the Union and to the Employer, shall not be required to join or remain a member of the Union as a condition of employment.
5. Such Employees (described in Paragraph 4 above) 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, all recognized and valid charities under Title 26, Section 501 (c)(3) of the Internal Revenue Code, monthly sums equal to the initiation fees and regular dues of the Union as provided for herein. Such sums shall be checked off and deducted by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues. Sums so deducted shall be remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form annexed hereto as Exhibit B.
6. 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.

- a. Such costs shall include, but not be limited to the express 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.
 - b. The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his or her own attorney to prosecute his or her grievance if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employees will be taken to arbitration.
 - c. If fees are due and owing to the Union under this paragraph 6, 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.
 - d. 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.
7. The Employer shall be relieved from making such check-off deductions upon:
- a. Termination of employment;
 - b. Transfer of job other than one covered by this Agreement;
 - c. Layoff from work;
 - d. Agreed leave of absence; or
 - e. Revocation of the check-off authorization in accordance with its terms or with applicable law.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by paragraphs 1, 4, and 5 hereof. These provisions, however shall not relieve an Employee of the obligation to make the required dues and initiation fees payments pursuant to the Union Constitutions in order to remain in good standing, except as provided in paragraphs 4 and 5.

8. The Employer shall not be required to make dues deductions or charitable deductions of any kind from any Employee, who during any dues month involved, shall have failed to receive sufficient wages equal to the dues or charitable contribution.
9. Each month, the Employer shall remit to the Union all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with paragraph 6 hereof, made from the wages of the Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all Employees, including social security numbers, from whom dues, initiation

fees and/or grievance and arbitration fees have been deducted. 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 paragraph 6 hereof, together with the amount deducted for each Employee.

10. The Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classifications of work, their dates of hire, names of terminated Employees, together with their dates of termination, and the names of Employees on leaves of absences.
11. The Employer agrees to make payroll deductions twice each calendar year from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement and to remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit C. The Employee may also need to sign an authorization form furnished by the Employer. This deduction shall be made only twice a year for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit this lump sum of all deductions to District 1199C by a separate check.
12. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employee's designated choice, as the case may be, disposition of the funds shall be the sole and exclusive obligation and responsibility of the Union, or the charity, as the case may be.

ARTICLE IV – NO DISCRIMINATION

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

ARTICLE V – UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. A representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees for the purpose of administering this Agreement. Prior to any such conference, the Union agrees to give the Employer reasonable advance notice thereof and such conference shall be arranged to the satisfaction of both parties. When a Union representative enters the premises of the Employer, he or she shall notify the Administrator or other person in charge of his or her visit, so that his or her activities do not interfere with resident care or the efficient operation of the Employer's business. Any meeting by the Union representative with the members shall be in the primary employee break room only. During the meeting a sign will be posted that a meeting is under way and management will endeavor not to linger in the break room during that

time. The Employer shall provide a locked bulletin board, which shall be used for the purpose of posting proper Union notices. A key shall be provided to the Union representative and/or delegate, and a key retained by the Employer. Notices shall not be critical, demeaning or degrading of the Employer, its representatives or its services. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

2. An Employee who serves as a Union delegate shall be granted three (3) days off per year without loss of wages or benefits to attend Union seminars that require delegate attendance. There shall be no more than three (3) Union delegates for pay purposes of this section. The union and/or the employee shall provide the Employer not less than seven (7) days written notice of such seminars.

ARTICLE VI – PROBATIONARY EMPLOYEES

1. Newly hired Employees during the term of this Agreement shall be considered probationary for a period of ninety (90) calendar days from the date of employment, excluding time lost for sickness or for other absences. The Employer has the right to extend the probationary period an additional thirty (30) days.
2. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. The Employer has the right to extend the probationary period an additional 30 days upon prior written notice to the union.

ARTICLE VII – SENIORITY

1. Definition
 - a. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity provided that such seniority shall be accumulated separately with the Employer by whom the Employee is employed, Broomall Rehabilitation and Nursing Center.
 - b. Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within the department. Thirty-seven and one half (37.5) hours are considered “full-time” for the purpose of this Agreement.
2. Accrual
 - a. An Employee’s seniority shall commence after the completion of his or her probationary period and shall be retroactive to the last date of his or her hire with Broomall Rehabilitation and Nursing Center.

- b. Bargaining unit seniority shall accrue during a continuous authorized leave of absence with or without pay.
- c. Classification seniority shall accrue during the periods specified in paragraph 2b above during the time an Employee works in a specific job classification.
- d. Temporary Employees, as defined in Article I, paragraph 1-b shall have no seniority status during the time they occupy the status of temporary Employees, but should any temporary Employees become regular, full time Employees, then their seniority shall be retroactive to the date of employment.
- e. A yearly seniority list shall be provided to the Union by the Employer.

3. Loss of Seniority: An Employee's seniority shall be lost when he or she:

- a. Is terminated voluntarily;
- b. Is discharged for cause;
- c. Is laid off for a period of one (1) year or a period exceeding the employee's length of Center seniority, whichever is less;
- d. Fails to return from authorized leave of absence, within ten (10) days of an appropriate release to work by their physician.
- e. Fails to report to work on the first day following expiration of a leave of absence not covered by 3(d).
- f. The Employee fails to return from a layoff within three (3) days after receipt of a certified letter from the Employer offering reinstatement unless otherwise agreed to by the parties. A copy of the letter shall also be sent by the Employer to the local office of the Union at 1319 Locust Street, Philadelphia, Pennsylvania 19107.

4. Application

- a. Bargaining unit seniority shall apply in any computation and determination for 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.

5. Layoff

- a. In the event a layoff becomes necessary within a job classification, probationary ~~Employees within that job classification shall be laid off first without regard to~~

their individual periods of employment, except when or if a bargaining unit employee requests to bump or displace a non-bargaining unit employee working in a bargaining unit classification, the non-bargaining unit employee will be laid off first. Non-probationary Employees shall be laid off on the basis of reverse seniority within their job classification.

- b. In the event an Employee is scheduled to be laid off in one department and there exists a vacant position in another department which the Employee, in the sole discretion of the Employer, has the ability to perform, then bargaining Union seniority shall prevail in assigning such Employee scheduled to be laid off to such vacant job. This provision is not intended to circumvent paragraph 8 of this Article.

6. 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 or she has the ability to do the work, in the sole discretion of the Employer, and if not, the next senior Employee will be recalled, and so on.
- b. Probationary Employees who have been laid off have no recall privileges.

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

8. Promotions

- a. Where a promotion vacancy in a bargaining unit job occurs, the Employer shall promote the Employee with the greatest bargaining unit seniority; unless, as between or among the Employees who bid for the vacancy therein, there is an appreciable difference in their ability to do the job, in the sole judgment of the Employer. Disputes under this provision shall be subject to the grievance and arbitration provisions of this Agreement.
- b. An Employee who is promoted shall serve the same probationary period on the new job as a "new hire". If he or she is removed from the new job during the probationary period, he or she shall be returned to his or her former job without loss of seniority or other benefits, except that if he or she is discharged, his or her rights shall be subject to Article XXI of the Agreement.

9. Disputes under this Article shall be subject to the grievance and arbitration provision of this Agreement.

10. Superseniority 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 superseniority rights shall apply only in cases of layoff and recall.

ARTICLE VIII – WAGES AND MINIMUMS

1. **Wage Increases:**

Effective the first full pay period after execution, Resident Care Specialists shall be paid according to the following scale, based on years of service.

	Executio	1/1/2019	7/1/2019	1/1/2020	7/1/2020	1/1/2021
		1.01	1.01	1.01	1.01	1.01
ENTRY	\$14.50	\$14.65	\$14.79	\$14.94	\$15.09	\$15.24
> 1 year	\$14.75	\$14.90	\$15.05	\$15.20	\$15.35	\$15.50
>2 years	\$15.00	\$15.15	\$15.30	\$15.45	\$15.61	\$15.77
>4 years	\$15.25	\$15.40	\$15.56	\$15.71	\$15.87	\$16.03
>8 years	\$15.50	\$15.66	\$15.81	\$15.97	\$16.13	\$16.29
> 10 years	\$15.75	\$15.91	\$16.07	\$16.23	\$16.39	\$16.55
>15 years	\$16.00	\$16.16	\$16.32	\$16.48	\$16.65	\$16.82
>20 years	\$16.25	\$16.49	\$16.73	\$16.98	\$17.23	\$17.48
>25 years	\$16.50	\$16.66	\$16.99	\$17.24	\$17.49	\$17.75
Increases to be effective in the first full pay period after the stated date						

An Resident Care Specialist who will receive less than a \$.25 per hour increase when placed in the appropriate slot on the wage scale , based on years of service, shall instead receive a 2% increase effective in the first full pay period after execution and 1% on the above stated dates.

All other bargaining unit members (not Resident Care Specialists) shall receive the following increases effective the first full pay period after the stated dates:

The later of 07/01/18 or Execution:	2%
January 1, 2019	1%
July 1, 2019	1%
January 1, 2020	1%
July 1, 2020	1%
January 1, 2021	1%

CBA expires June 30, 2021.

1.a Within thirty (30) days of the execution of this Agreement, each bargaining unit member shall receive a signing bonus of \$50.00.

Shift Differential: The Employer may establish a shift differential (on either a trial or regular basis) applicable to employees who are "home-based" on a particular shift and particular department (not applicable to employees who simply pick up additional hours on that shift), and to earn the differential employees must be present for all of the employee's scheduled shifts during the week. The Employer will provide the Union with at least 20 days advance notice and opportunity to discuss before implementing any shift differentials.

Employees who are regularly scheduled (home based) to work the 3pm to 11pm shift are entitled to \$1.00 per hour shift differential. Effective the first full pay period after execution, employees who are regularly scheduled (home based) to work the 11pm to 7am shift will be entitled to \$.50 per hour shift differential.

2. The minimum rates for Employees are contained in the "Wage Schedule" which is attached hereto and made a part hereof.
3. All Employees who, at the time this Agreement goes into effect and during the term of this Agreement, and after application of the increase herein before provided, have to reach the federal minimum wage as defined in the Federal Minimum Wage Act, as amended, then in effect, shall receive such additional wage increases as are required to meet the then prevailing federal minimum wage.
4. No Employee shall be paid below the minimum effective rate for his or her classification.
5. The Employer may in its sole discretion pay employees a sign on and/or referral bonus in an amount of up to five hundred (\$500.00) dollars. The amount of the bonus will be determined by the Employer—and the terms communicated to employees via a notice posted on the employee's bulletin board.
6. The Employer reserves the right to raise the base rate for any classification or establish an experience scale for new hires, if or when it deems it needed or necessary to remain competitive. ~~Prior to changing or raising the base rate for a classification covered by this~~

agreement, the Employer will provide advance notice to the Union. It is understood and agreed that the wages all current bargaining unit employees in the classification affected will be raised to the new base rate.

7. Employees shall also be included in the following incentive programs:

a) If the facility receives a deficiency free annual Survey from the State of Pennsylvania, each employee will receive a three-hundred fifty dollar (\$350.00) bonus for that year, which will be paid in the month following the release of the results of the annual State survey for that year. The employees must be on active rolls on the date that the bonus is paid out.

b) If the facility receives a score on the Customer Satisfaction Survey of 100%, each employee will receive a three-hundred fifty dollar (\$350.00) bonus for that year, which will be paid in the month following the receipt of the score for that year. The employees must be on active rolls on the date that the bonus is paid out.

c) Effective with the beginning of the third full quarter 2018 (July 1) and continuing quarterly thereafter, if turnover for Resident Care Specialists at the end of each calendar quarter at Broomall remains at 30% or below, each full time Resident Care Specialist shall be entitled to a quarterly bonus, payable in the following quarter, of \$250. Regular part time employees shall receive \$125.

ARTICLE IX – HOURS

1. The work week for Employees, for pay purposes only, shall commence at 12:00 a.m. on Thursday and end at 11:59 p.m. the following Wednesday. Full-time Employees' regular schedule shall consist of at least thirty-seven and one-half (37 ½) hours per week for all full-time bargaining unit employees over any seven (7) days during the work week as defined above. The work week for part-time Employees shall not exceed five (5) days during the work week as defined above. Subject to Section 3 of this Article, full-time Employees shall receive two (2) days off in each full calendar week, except in the event of overtime. This shall not be considered a guarantee of any specific hours or a set schedule; variances may occur based on census and operational needs.
2. The regular work day for full-time Employees covered by this Agreement shall consist of the number of hours in the regular work week as defined above, divided by five (5), exclusive of an unpaid lunch period.
3. The Employer shall endeavor to schedule weekends off as equally as possible among all Employees. Except as provided for in Article XIII, Employees shall be scheduled every other weekend off, however, the Employer will endeavor to grant every other weekend off to Employees hired subsequent to July 1, 2010. Employees who have set a pattern of abuse of weekend attendance shall be required to make up such weekends.

4. Full-time Employees shall be entitled to two (2) rest periods of fifteen minutes each in each working day as assigned by Employer to each Employee. Employees who work a full half shift shall be entitled to one (1) fifteen minute rest period.
5. 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.

6. An Employee who reports for work at the start of his or her regularly assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of six (6) hours pay at the regular hourly rate of pay, or the Employee may be assigned other work to do that he or she can perform at his or her applicable rate of pay. This provision shall not apply when failure to provide work or notice is due to an Act of God or other condition or cause beyond the control of the Employer.
7. Any Resident Care Specialist who averages 37.5 hours or greater per week, and any Dietary, Housekeeping, or Laundry employee who averages 40 hours or greater per week, over a span of 6 consecutive weeks shall be considered a fulltime employee.
8. The Employer agrees to continue to allow employees in its sole discretion to trade shifts with prior supervisory approval.

ARTICLE X – OVERTIME

1. a. Employees shall be paid one and one-half (1 ½) times their straight time hourly rate for authorized time worked in excess of forty (40) hours in a work week.
- b. The Employer will endeavor to assign, on an equitable basis, "on call" duty and required pre-scheduled overtime among qualified Employees.
- c. When a vacancy occurs within twenty-four hours of the scheduled shift efforts will first be made to fill it on a non-overtime basis. If overtime is required, the Employer will seek volunteers on the shift prior to the vacancy and/or volunteers from a list of Employees that have signed up for the overtime work. This list is to be posted daily for volunteers to work overtime, if needed. If no volunteers are secured, overtime will be mandated. Employees, however will be allowed one (1) written refusal to work mandated overtime per quarter, for valid reasons provided to the supervisor, without disciplinary penalty. Only one refusal per occasion of overtime on the affected shift will be permitted. When overtime is mandated,

Employees on the shift prior to the vacancy will be requested to fill the vacancy in inverse seniority on a rotating basis.

- d. There shall be no pyramiding of overtime.
2. Only hours actually worked shall be considered as time worked for the purpose of computing overtime.

ARTICLE XI – SHIFTS

1. The Employees shall work on the shift, shifts, or shift arrangements for which they are hired. The Employer may change an Employee's shift only for good and sufficient reason in the discretion of the Employer. Voluntary changes may be effected at any time in the discretion of the Employer.
2. 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 the Employee is then working and if more than one Employee applies, such changes shall apply to the Employee, who, in the opinion of the Employer, is qualified to do the work; provided however, that whenever possible, preference shall be given to the Employee with the most classification seniority. Notwithstanding the foregoing, established Employees shall have preference over new Employees in filling vacancies on another shift in the classification in which they are then working.

ARTICLE XII – HOLIDAYS

1. a. Bargaining unit employees shall have the holidays and personal day schedule listed in Article 12, Section 1.

New Year's Day
Dr. Martin Luther King Jr. Birthday
Memorial Day
Independence Day
Norman Rayford Day (August 28)
Labor Day
Thanksgiving Day
Christmas Day
One (1) Personal Holiday

Each Employee will receive the one (1) above mentioned personal holidays off; it being understood and agreed that the personal holidays off shall be scheduled by the Employer with maximum consideration being given to the choice of the Employee; however the Employer may grant a personal holiday off in an emergency situation without the holiday being scheduled in advance.

2. Application

- a. Recognizing that the Employer works 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 specified herein; however, the Employer agrees to distribute holidays off on an equitable basis.
- b. In the event an Employee is required to work on any holiday above, he or she shall be paid regular pay for all the hours worked on the holiday and shall in addition, receive an extra day's regular pay which shall be the holiday pay.

With regard to Christmas Day, Thanksgiving Day, Norman Rayford Day, New Years Day, and Dr. Martin Luther King, Jr.'s birthday, in the event an Employee is required to work on these holidays, he or she shall be paid for all hours worked on the holiday at time and one-half (1 ½) his or her regular rate and shall, in addition, receive an additional day off with regular pay within thirty (30) days of the holiday or an extra day's regular pay in lieu thereof, as determined by the Employer.

- c. If a legal holiday falls on an Employee's regular scheduled day off, the Employee shall receive an additional day's regular pay as holiday pay.
 - d. If a legal holiday falls on an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day. In making the determination, the Employer will take into consideration the Employee's expressed preference.
 - e. The day on which a holiday is legally celebrated shall be the day on which the holiday pay is paid to those Employees who work on that day.
3. In order to be eligible for the foregoing holiday and holiday pay benefits, an Employee must have worked both his or her last full scheduled work day before and his or her full first scheduled work day after the holiday, except in the case of an illness or accident preventing the Employee from working, as evidenced by a physician's written certificate or other acceptable proof, if requested by Employer. An Employee who fails to report for work on the holiday when scheduled to do so shall not secure any holiday pay for the unworked holiday.

ARTICLE XIII – VACATIONS

1. Full-time Employees shall be entitled to accrue vacation days each year on the following accrual schedule:
 - a. For employees who completed their probationary period prior to May 13, 2015 (i.e., employees hired prior to March 10, 2015):

1. One (1) week for Employees with one year, but less than two years of service.
 2. Two (2) weeks for Employees with two years, but less than five years of service.
 3. Three (3) weeks for Employees with five years, but less than eight years of service.
 4. Four (4) weeks for Employees with eight or more years of service.
- b. Employees who completed their probationary period after May 13, 2015 (i.e., employees hired March 10, 2015 and after) shall be entitled to accrue vacation as follows:
1. One (1) week after one (1) year of employment.
 2. Two (2) weeks after five (5) years of employment.
 3. Three (3) weeks after ten (10) years of employment.
 4. Four (4) weeks after fifteen (15) years of employment.
- c. Employees hired on or before December 31, 2003 who have completed twelve (12) years of employment as of March 20, 2015 will be eligible for a fifth (5th) week of vacation each year during the life of this Agreement.
2. Vacation Accrual Rates – accrual rate is multiplied by number of applicable hours per pay period to determine the number of vacation hours accrued/earned in a single pay period. Note: Overtime hours are not counted in this calculation.
 3. Part-time employees accrue and earn at one-half (1/2) the accrual level as full-time employees.
 4. Cash out of Vacation. Facility employees will receive a payout of 50% of their current earned but unused vacation balance each year in the pay period containing their anniversary date. This will be an automatic payout in the pay period containing their anniversary date.

The remaining 50% of the current but unused vacation balance will be available for the employee to take vacation. This balance will remain in the current balance and new vacation earned each pay period will be added until the employee reaches their one time annual maximum accrual. The employee does not lose the remaining 50% of the earned but unused vacation balance.

5. a. Vacation schedules shall be established taking into account the wishes of the Employee and the needs of the Employer. Based on staffing needs, Employees may be scheduled off on consecutive weekends, provided, however, the Employer retains the right to schedule such Employees to work twenty-six (26) weekends each calendar year. Those Employees receiving a greater benefit shall continue to receive such greater benefit.
- b. Critical Staffing Periods ("CSP") – The following timeframes are considered CSP:
1. Memorial Day – 7:00 a.m. the Saturday of Memorial Day Weekend, ending 11:00 p.m. Memorial Day;
 2. Summer – 7:00 a.m. August 1 through 11:00 p.m. Labor Day; and
 3. Winter Holidays – 7:00 a.m. December 24 through 7:00 a.m. January 2 of each calendar year.
- c. During CSP, the Employer has the sole discretion in scheduling vacation time. However, the Employer will permit the following groups of Employees, on any given weekend, to receive vacation, on a scheduled weekend to work, as follows:
- CNAs – 2 (1st shift) and 2 (2nd shift) and 1 (3rd shift)
Housekeeping/Laundry – 2 Employees
Dietary – 1 Employee
- d. Where there is a conflict in the choice in vacation time amongst employees, classification seniority shall prevail. It is agreed that vacation may be scheduled on a year round basis.
- e. Vacation pay shall be based upon the Employee's regular pay. No part of an Employee's scheduled vacation may be considered or used as sick leave.
6. For current employees hired on or before May 13, 2015: Earned but unused vacation days will be paid at time of termination provided that employee gives at least two (2) weeks written notice of resignation and works all scheduled shifts during the Notice period.

For new hires hired after May 13, 2015: Earned but unused vacation days will be paid at time of termination (1) only if the employee is not terminated for a Category 3 offense, and (2) only if the employee gives at least two (2) weeks written notice of resignation and works all scheduled shifts during the Notice period.

ARTICLE XIV – SICK PAY AND ATTENDANCE BONUS

1. For regular full-time employees, hired on or before May 13, 2015, eight (8) sick days per calendar year. For regular full-time employees hired after May 13, 2015, six (6) sick days per calendar year. Earned, but unused sick days shall be deposited into the employee's Extended Illness Bank at the end of each year.

For employees with more than one year of service: In July 2015 ½ of sick entitlement will be loaded; beginning January 2016 and each January thereafter, employees will be "loaded" with their full sick day entitlement for the upcoming year.

2. Attendance Bonus:

Each full time employee is entitled to receive a \$150 bonus and part time employees a \$100 bonus, per quarter, if the employee has perfect attendance that quarter. A quarter shall be defined as January 1 through March 31; April 1 through June 30; July 1 through September 30; and, October 1 through December 31. Perfect attendance shall be defined as no sick leave use, no call outs, and no tardies.

3. Extended Illness Bank. Unused sick pay at the end of the calendar year will carry over into an extended illness bank. The employee is able to bank up to a maximum of 30 days in the extended illness bank. On the 4th day if an illness the employee is able to use the time in the extended illness bank.

If a full-time employee changes status to regular part-time, unused sick pay will transfer to the extended illness bank but no additional sick pay will be earned.

4. Status change to Casual or PRN. If an employee changes status to casual or PRN, sick pay, holidays and extended illness banks will be forfeited. Earned but unused vacation balance will be paid out.
5. "Sick Pay" an absence eligible for sick pay is defined as an absence of an employee from work by reason of illness or accident which is not work related and not compensable under the Workmen's Compensation Laws. Attendance policies apply to a sick absence even if it is compensated with sick pay.
6. Full-time employees become eligible for sick pay after 90 days of continuous employment. A full-time employee that has completed one (1) year of service receives six (6) sick days on January 1 of each year (unless hired prior to May 13, 2015, and then eight (8) sick days). Newly hired employees do not have sick pay, but on the completion of 90 days of continuous employment, they receive a pro-rated number of sick days based on the number of months they will work during their first calendar year of employment (i.e., an employee hired on July 1, 2015 receives three (3) sick days deposited in their sick leave bank after 90 days of continuous employment). Unused sick pay at the end of a calendar year will be carried over into the employee's "extended illness bank." Sick pay may be accumulated up to a maximum of 30 regular workdays in an employee's extended illness bank. On the fourth day of an illness the employee must use time in her

extended illness bank. The Employer may require the employee to present proof of illness in order to be paid. Sick pay may only be used for the employee's own illness, unless otherwise required by law. Part-time employees are not eligible for sick pay. If a full-time employee changes to part-time status, unused sick pay will transfer to the extended illness bank, but no additional sick pay will be earned. If an employee changes to casual, temporary or "PRN" status, unused sick pay and extended illness time is forfeited.

7. To be eligible for benefits under this Article, an employee must notify the supervisor at least two hours before the start of his regularly scheduled workday if on the 7:00 a.m. day shift, and three (3) hours before the start of his workday if on 3:00 p.m. evening or 11:00 p.m. night shifts unless the employee can document that it was physically impossible to do so. The Employer may require written certification of a physician or other proof of illness or injury after three (3) days of absence or where an employee has a pattern of absenteeism on days such as his scheduled shift on Saturday or Sunday, unobserved holiday, on the scheduled shift immediately preceding or following the holiday, or on the scheduled shift immediately preceding or following the employee's usual day or days off. Employees who have been on sick leave also may be required to be examined by the Employer's chosen health provider before being permitted to return to work.
8. Unused accrued sick pay will not be paid for and is not a terminal benefit. At the time of termination for any reason, if an employee has exceeded his allowable sick leave, the excess sick pay paid shall be deducted from any monies due him from the Employer.

ARTICLE XV - PAID LEAVE

1. Bereavement Leave

- a. Paid time off is provided for a full-time employee who has experienced the loss of an immediate family member. Full-time employees are eligible to apply for a bereavement leave of absence after successfully completing ninety (90) days of service.
- b. Immediate Family Members is defined as current:

Spouse, domestic partner, parent, child, child of legal guardianship, sister, brother, grandparent or grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and step relationships.
- c. Employees are granted up to three (3) scheduled workdays off with pay in the event of the death of an immediate family member, provided proper notification has been given to his or her immediate supervisor. If additional time off is required for exceptional circumstances, the Employer may, in its sole discretion, permit an employee to first use paid time off, and then unpaid personal leave. Bereavement pay is for scheduled workdays that would have been worked but for the death of an immediate family member. Paid days must fall within five (5)

days of the funeral and cannot exceed the maximum three (3) days allowed. Bereavement pay does not include overtime or shift differentials. Bereavement hours are not processed or paid when hours worked in a given week reach forty (40) or more hours.

- d. To access bereavement leave, the employee submits a *Time Off Request* form, to the Director of Nursing (DON), Food Service Director, or Director of Environmental Services, as appropriate. The employee submits proof of death, such as an obituary, a funeral home notification or a death certificate, to the Director of Nursing (DON), Food Service Director, or Director of Environmental Services, as appropriate. The Director of Nursing (DON), Food Service Director, or Director of Environmental Services, as appropriate, confirms eligibility requirements are met, and approves the leave.

2. **Jury Leave.** A regular Employee who is called to serve on jury duty shall be compensated by the Employer for the difference between his or her regular straight time hourly pay for each regularly scheduled work day lost, and the amount received as a juror's fee up to a maximum of ten (10) days per calendar year, provided the Employee offers, upon request of Employer, valid proof of such jury duty and proof of the amount received as a juror's fee. Whenever an Employee on jury duty is temporarily excused from such duty by the court, on his scheduled work day, he or she shall advise his or her supervisor as promptly as possible and stand ready to report for work, if requested to do so by the Employer. The receipt of a subpoena or the notice to report for such jury duty must be reported immediately to the Administrator and the Employer may require 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 XVI – UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. **Medical Leave.** Medical leave is governed by the federal Family and Medical Leave Act and any revisions thereto, as applied by the Employer's Policy. Once an employee has exhausted his/her FMLA leave, he/she will be eligible for up to a ninety (90) day extension, in three (3) thirty calendar day increments, provided that the employee provides medical documentation substantiating the need for each additional 30 days of leave. Each 30 days leave extension request will be evaluated based on the medical documentation provided at that time.

2. **Military Leave**

Leave of absence for the performance of duty with the United States Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

3. ~~Union Business~~

A leave of absence not to exceed one (1) year shall be granted to Employees with one or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operation of the Employer's business.

4. Written Request and Approvals and Return to Work. Unpaid leaves of absence are at the Employer's discretion. All requests for an unpaid leave of absence under this Article shall be made in writing to the Administrator at least one (1) month in advance, except in the case of an emergency. The employee will be notified in writing of the decision within five (5) working days of the Administrator's receipt of the request.

Any employees whose leave of absence does not exceed the approved time period of his/her leave, depending on the type of leave granted, will be returned to his/her original position. An employee on an authorized unpaid leave of absence shall not be entitled to accumulate vacation time, sick leave, holidays, or any other fringe benefits during the period of absence.

ARTICLE XVII – PAST PRACTICES

No past practice shall be binding upon the Employer unless reduced to writing and agreed to by the Employer and the Union.

ARTICLE XVIII – HEALTH AND WELFARE

1. Bargaining unit employees will be treated the same as other non-represented employees of the Employer in similar job classifications with respect to Health Insurance and cost sharing, employee contributions, plan design and plan options. The Employer reserves the right to change plans or plan design to keep affordable options available. The Employer will discuss any future changes with the Union, and will explore affordable alternatives including alternatives suggested by the Union.
2. All regular full-time Employees will be provided Life insurance in the amount of one (1) times their salary at no cost to the Employee, in accordance with Employer policy.

ARTICLE XIX – MANAGEMENT RIGHTS

1. The management of the Employer, the control of the premises, the operation of the Employer, and the direction of the work force are vested exclusively with the Employer. The Employer retains, solely and exclusively, all its inherent rights to manage the Employer as such rights existed prior to the execution of the Agreement, whether or not specifically mentioned herein, and all functions it possessed prior to entering into the Agreement with the Union, except such rights as are specifically abridged by this Agreement.

2. Except as expressly and specifically limited and restricted by a provision of this Agreement, it is understood that the rights, which are within the exclusive direction and jurisdiction of the Employer, include but are not limited to the following in the Employer's sole discretion: the right to operate the Employer and manage its business in all respects in accordance with its commitments and responsibilities; the determination of services to be provided, the location of the Employer, including the establishment of new Facilities or operations and the relocation or closing of the Employer's Facility or any department, any service and any section thereof subject to notice provisions of Section 19.3; to introduce new or improved equipment, supplies, methods or facilities, the determination of type of services and/or work to be performed, schedules of hours of work and the right to modify same, scheduling of overtime, to require overtime and to determine the number of overtime hours to be worked, to determine methods, means, and processes of operation, procedures, rules, size of work force, to determine the number of employees it shall employ at any time, allocation and assignment or reassignment of work duties to employees, including shift time, the number and length of shifts, to make necessary changes in the work schedule of an employee when deemed appropriate by the Employer for its operating needs, including canceling scheduled shifts if resident census needs change, to reorganize, discontinue, or enlarge any department, section or unit; the right to subcontract or outsource work including bargaining unit work subject to the notice provisions of Section 19.3; the right to establish and enforce operational standards and to direct the working forces, including the right to determine number of staff required, hire, transfer, promote, demote and lay off; and to discipline, suspend or discharge employees for just cause; to make changes in job classifications and job content to insure maximum efficiency of operations, to determine the policies regarding the selection and ability of employees and to establish the amount of supervision so as to maintain discipline and efficiency; to establish, modify, or abolish jobs, job descriptions, job classifications, and work standards; to establish, change, revise, enforce rules and regulations governing the work force; to require employees to observe Employer rules and regulations; to install surveillance cameras or other monitoring devices upon notice to the Union. The Union recognizes the Employer's right to unilaterally establish, change, revise, and enforce discipline, attendance, safety and work rules, including rules covering drug, alcohol or substance abuse testing and procedures governing the work force, and to select and assign such duties as the Employer deems appropriate to bargaining unit employees and to other categories of employees excluded from this Agreement including temporary employees, all of whom perform bargaining unit work in the discretion of the Employer. The Employer shall have the unilateral right to modify the terms or conditions of employment of covered employees, so long as those terms are not the subject of the explicit terms of this Agreement.
3. The Employer will notify the Union of any decision to close all or part of an operation or to subcontract or outsource bargaining unit work, and will provide the Union with an opportunity to discuss the effects of the decision on bargaining unit employees.
4. Supervisory employees, temporary employees, and other non-bargaining unit members may perform work performed by bargaining unit employees as assigned by the Employer ~~and consistent with past practice and the needs of the residents, it not being the intent to~~

permanently reduce the number of bargaining unit employees by assigning such tasks to supervisors.

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

ARTICLE XX - SEVERANCE PAY

1. Resignation or Layoff Bonus Payment:

Any employee who resigns or retires with a minimum of two (2) weeks notice shall be entitled to the following lump sum severance benefit:

After 10 years of service	\$600
After 15 years of service	\$900
After 20 years of service	\$1200
After 25 years of service	\$1500

ARTICLE XXI - DISCHARGE AND PENALTIES

1. The Employer shall have the right to discharge, suspend or discipline any Employee for just cause. If an employee fails or refuses to attend a meeting scheduled for this purpose, it shall be treated as a voluntary resignation, effective that date.
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 and the parties will refer to Article XXIII regarding any grievance relating to such action.
3. All time limits specified in this Article shall be deemed exclusive of Saturdays, Sundays and Holidays.
4. An employee who is to be interviewed by a supervisor for the purpose of investigation of possible discipline may be accompanied by a Union representative, if the employee requests same, providing such representative is available and can be excused from his/her duties without causing interference with services or operation of the Employer.
5. The Employer will provide employees with a copy of their discipline, and employees shall accept a copy and acknowledge receipt in writing.
6. Absent unusual circumstances, written discipline or discharge will be handled in a private area.
7. Minor Infractions. All minor infractions on an Employee's record shall be cleared after ~~twelve (12) months, provided that the said period of twelve (12) months shall be free of~~

any other infractions. A minor infraction is defined as a violation of a nursing home rule or policy that results in an oral warning or written warning without the imposition of any disciplinary suspension or other time off. It is understood and agreed that attendance/tardiness issues are on a separate disciplinary tract from performance issues.

8. Disciplinary action will normally be issued within 7 working days (excluding Saturday and Sunday) of the date the Employer becomes aware of the alleged infraction. However, in the event that the alleged infraction is of such a nature that an extended investigation becomes necessary, the Employer shall notify the union and may take an additional time, as it determines necessary, prior to issuing the disciplinary action, if any.

ARTICLE XXII – NO STRIKE OR LOCKOUT

1. No Employee shall engage in any strike, sympathy strike, sit-down, sit-in, cessation, stoppage or interruption of work, boycott or other interference with the operations of the Employer. 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, sympathy strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, handbilling or other interference with the operations of the Employer or ratify, condone or lend support to any such conduct or action.
2. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, sit-down, sit-in, slow-down, cessation, stoppage or interruption of work, boycott, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:
 - a. Publicly disavow such action by the Employees.
 - b. Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
 - c. Notify the Employees of its disapproval of such and instruct such Employees to cease such action and return to work immediately.
 - d. Post notices at Union bulletin boards advising that it disapproves such action, and instructing Employees to return to work immediately.
3. The Employer will not lock out Employees during the term of this Agreement.

ARTICLE XXIII – GRIEVANCE PROCEDURE

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 hereof, and shall be processed and disposed of in the following manner:

Step 1: Within five (5) days an Employee having a grievance and/or his or her Union delegate or other representative shall take it up with his or her immediate supervisor. ~~The Employer shall file its answer to the Employee~~

and/or his or her Union delegate or other representative within five (5) working days after presentation of this grievance in Step 1.

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. A grievance concerning a discharge or suspension shall be presented initially at Step 3. If the union desires to contest the discharge or suspension, it shall give written notice to the Employer within seven (7) working days from the date of receipt of the discharge or suspension. If the union's notice of contest is given after seven (7) working days from the receipt of the notice of suspension or discharge, the grievance shall be deemed waived and forfeited.

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

Step 2: If the grievance is not settled in Step 2, the grievance, within five (5) working days after the answer in Step 2, may be presented at Step 3. A grievance shall be presented in this step to the personnel director or administrator of the institution or his or her designee; he or she or his or her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step. 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 in this Article.

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.

2. All time limits specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays. Any grievance that is not filed or appealed in a timely manner is deemed forfeited and is not arbitrable.
3. A grievance that affects a substantial number of class of Employees and which the Employer representative designated in Step 1 or Step 2 above, lacks the authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE XXIV – ARBITRATION

1. A grievance as defined under Article XXIII, which has not been resolved thereunder, within thirty (30) working days after completion of Step 3 of the grievance procedure, may be referred for arbitration by the Employer or the Union, to an arbitrator selected in accordance with the procedures of the American Arbitration Association. Failure to file for arbitration with American Arbitration Association within thirty (30) working days after completion of Step 3 forfeits and waives the grievance. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.
2. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employee.
4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XXIII that have been filed and/or appealed in a timely manner, and he shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.
5. If the discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial. The term "patient" is defined as any patient or family member of a patient receiving services directly or indirectly from the Employer. The parties agree that the Arbitrator shall accept a written statement signed by a patient, or a member of management that took the patient's statement in lieu of sworn testimony; it shall not be considered hearsay and a patient shall not be called to appear.

ARTICLE XXV – EFFECT OF LEGISLATION – SEPARABILITY

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

ARTICLE XXVI – MISCELLANEOUS

1. Employees shall be required to maintain their current home address, e-mail address, home and cell phone numbers on file in the home office. All notices to Employees will be considered to have been sent properly if they are sent to the last address of record.

2. Company will delete Drug Testing proposal with understanding that drug testing is a Company policy to be established in accord with Management Rights Article 19.
3. Resignation-Termination. An employee who intends to resign shall give two (2) weeks written notice to the Director of Nursing (DON) or his/her Department Head.

In cases of voluntary resignation, the Employer shall have the option of requiring the employee to work his/her regular schedule during the notice period, or of accepting the resignation of the employee as being effective at any time during the notice period. In the event the Employer accepts the resignation of the employee prior to the date the employee has given as his/her last day of work, the employee shall be paid only for the time actually worked up to the effective time of the resignation as authorized by the Employer.

4. Uniforms

The Employer shall provide Employees in the nursing service, Housekeeping/Laundry, and Dietary Aides with four (4) uniforms per year. Two (2) uniforms will be provided in January and two (2) uniforms will be provided in July of each year. The Employer will provide employees with the uniform order form prior to January and July; in order to be eligible, the employee must return the completed form within 7 days of receipt. The uniform will be selected by the Employer and will become the property of the Employee. Employees shall maintain uniforms in good condition and repair.

5. Restorative/CNA Positions

For the purposes of layoffs / recalls or other issues where seniority is a factor Restorative aides will be lumped together with CNAs and may be given a regular CNA assignment when in the sole discretion of the Employer it becomes necessary. The wage rate for this position will be the same as that for CNAs.

5. During a snow emergency, as defined by the state, employees who remain at the Facility, at the conclusion of their regularly scheduled shift, and who are actively engaged in work, will receive an additional \$1.00 per hour.
6. The employee shall have 10 calendar days after the expiration of his/her license/certification to obtain renewal, but shall not be scheduled or receive any pay or other benefits while the employee is in the process of obtaining the renewal. Once the renewal is completed and provided to the Employer, the employee will immediately be placed on the schedule. If no renewal is obtained and provided within this 10 day period, the employee shall be deemed to have been terminated with just cause.
7. The Employer shall correct any paycheck errors of greater than \$50.00 within 7 working days of receiving written notice and documentation of such error, provided the error is the fault of the Employer.

8. The Employer shall post all bargaining unit position openings, whether for vacancies which it intends to fill or new positions, on the union bulletin board for a period of five (5) working days, excluding Saturdays, Sundays, and holidays, except for a bona fide emergency.

ARTICLE XXVII – SUCCESSORS

1. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing in advance of the closing or transfer, and also give notice to the purchaser or assignee of the existence of the Collective Bargaining Agreement.

ARTICLE XXVIII – FINALITY AND SCOPE OF AGREEMENT

1. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, during the term of this Agreement, the Employer shall not be obligated to bargain with respect to any matter or subject not covered or referred to in this Agreement and that there are no other agreements between the Parties, either expressed or implied. It is agreed that this written contract reflects the entire agreement between the Parties and neither party shall have any obligation to the other or to the employees except as provided for in this Agreement. Amendments or clarifications of this Agreement mutually agreed upon, shall be reduced to writing, attached to and shall become a part of this Agreement.

ARTICLE XXIX – EFFECTIVE DATES AND DURATION

1. This Agreement shall be in full force and effect for the period commencing on the date of its execution and ending at 11:59 p.m. three (3) years later.
2. The Employer and the Union jointly agree to enter into discussions relative to renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement. Failure of either party to so notify the other, in writing, prior to the 90th day preceding the expiration date shall cause this Agreement to be extended without revision for a period of one (1) additional year.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement, this 2nd day of October, 2018

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

By: 

Broomall Operating Company LP d/b/a Broomall Rehabilitation and Nursing Center

By: 

Administrator

EXHIBIT A

DUES AUTHORIZATION/CHECK OFF CARD

Hospital	Social Security No.								Init. Fee	Job Cat.	Dues Amt.	Starting Date

PLEASE DO NOT WRITE IN ABOVE SPACE -- FOR OFFICE ONLY

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
1319 Locust Street, Philadelphia, PA. 19107
APPLICATION FOR MEMBERSHIP

Please print

Name _____ Date _____
Address _____ Apt _____
City/State _____ Zip _____
Employed at _____ Dept/Job Title _____
Salary _____ Hrs per week _____ Date Hired _____
Work Phone _____ Home Phone _____

I hereby accept membership in the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, and designate said union to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and By-Laws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed: _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____

To _____

You are hereby authorized and directed to deduct an Initiation fee from my wages or salary as required by the National Union of Hospital and Health Care employees, AFSCME, AFL-CIO, as a condition of membership and in addition thereto, to deduct each month my monthly 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, AFSCME, AFL-CIO, no later than the tenth day of each month immediately following the date of deduction following the date provided in the collective bargaining agreement for such deduction. This authorization shall be irrevocable for a period of one (1) year or until the termination date of 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 Nation Union Finance Department at 1319 Locust Street, Philadelphia, PA. 19107, at least fifteen (15) days prior to any termination date of the revocation of this authorization.

Print Name _____ Soc. Sec. No. _____

Dept. _____ Signature _____

Address _____

EXHIBIT B - CONSCIENTIOUS OBJECTOR

DATE: _____ TO: _____

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

This contribution will be deducted from my pay and remitted to the charity not later than the tenth (10th) day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the collective bargaining agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice to the Employer at the following address:

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

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

Social Security Number: _____

Clock Number: _____

Department: _____

Signature: _____

Address: _____

EXHIBIT C – POLITICAL ACTION

Political Action – Protection for Your Future

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____
Address _____ Phone _____
City _____ State _____ Zip Code _____
Employed at _____
Department _____ Job Title _____
Amount of pledge \$ _____ per year Social Security No. _____
Signature _____ Date _____

Register and Vote!

District 1199C Political Action Fund
Check Off Authorization

Date _____

To: _____
(Name of Employer)

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

Department _____ Home Address _____