

**AGREEMENT**

**By and Between**

**800 West Miner Street Operations LLC  
d/b/a BRANDYWINE CENTER**

**And**

**NATIONAL UNION OF HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME,**

**AFL-CIO, AND ITS AFFILIATE, DISTRICT 1199C**

**July 1, 2018 through June 30, 2023**

# INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
I	RECOGNITION.....	1
II	UNION SECURITY.....	2
III	CHECK-OFF.....	3
IV	MANAGEMENT RIGHTS.....	4
V	NO DISCRIMINATION.....	5
VI	NO STRIKES OR LOCKOUTS.....	5
VII	SENIORITY.....	6
VIII	PROMOTION AND TRANSFERS.....	8
IX	LAYOFFS.....	9
X	DISCIPLINE.....	10
XI	HOURS OF WORK.....	10
XII	OVERTIME.....	11
XIII	LEAVES OF ABSENCE.....	12
XIV	GRIEVANCE PROCEDURE.....	14
XV	ARBITRATION.....	15
XVI	GENERAL PROVISIONS.....	16
XVII	UNION ACTIVITY, VISITATION AND BULLETIN BOARDS.....	18
XVIII	HIRING.....	18
XIX	HEALTH AND WELFARE.....	19
XX	BEREAVEMENT LEAVE.....	20
XXI	JURY DUTY.....	21
XXII	VACATION.....	21
XXIII	HOLIDAYS.....	22
XXIV	SICK LEAVE.....	23
XXV	WAGES.....	24
XXVI	WEEKEND DIFFERENTIAL.....	25
XXVII	TRAINING AND UPGRADING.....	25
XXVIII	RETIREMENT PLAN.....	26
XXIX	WEEKEND PREMIUM PAY PROGRAM.....	27
XXX	SEPARABILITY.....	27
XXXI	DURATION.....	28
XXXII	ENTIRE AGREEMENT.....	28
EXHIBIT "A1"	DUES CHECKOFF.....	29
EXHIBIT "A2"	CONSCIENTIOUS OBJECTOR.....	30
EXHIBIT "A3"	CREDIT UNION CHECKOFF.....	31
EXHIBIT "A4"	POLITICAL ACTION CHECKOFF.....	32

## AGREEMENT

THIS AGREEMENT entered into and effective the 1<sup>st</sup> day of July, 2018, by and between 800 West Miner Street Operations d/b/a BRANDYWINE CENTER Pennsylvania its successors and assigns (hereinafter referred to as the "Center") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE, DISTRICT 1199C, (hereinafter referred to as the "Union"). The purpose of this Agreement is to provide a harmonious relationship between the Center and the Union regarding any and all matters pertaining to hours, wages, and working conditions.

## PREAMBLE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the Center and the Union are injurious to the public and both parties are, therefore, aware that adequate means must be established for minimizing them and providing for their resolution. The Center and the Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations; and establishing procedures to provide for the protection of the rights of the Center, its Employees and to insure to the public orderly and uninterrupted services.

## ARTICLE I RECOGNITION

Section 1: The Center recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for Employees within the classification mentioned in Section 2 below.

Section 2: The bargaining unit shall be comprised of all permanent full-time and regular part-time non-professional Employees employed by Brandywine Center, including Nurses Aids, Residential Aids, Dietary, Laundry, Housekeeping Aids and Drivers, and excluding management and supervisory Employees, confidential Employees, guards and professional Employees as defined in the Act. Employee is defined herein as all regular part-time and full-time Employees working fifteen (15) hours or more per week under the jurisdiction of the Center. Full-time Employee is defined as an Employee working thirty (30) hours or more per work week.

Section 3: Temporary Employees are not covered by this Agreement. A temporary Employee is one who is hired for a period of up to three (3) months. The said three (3) month period may be extended up to an additional three (3) months or for the length of maternity leave of an Employee being replaced; however, such Employee shall become a member of the Union after the expiration of the initial three (3) month period, and shall receive wages and benefits in accordance with the provisions of this Agreement. The

Center does not intend to use temporary Employees to replace current bargaining unit Employees or to reduce their work opportunities.

Section 4: The Center agrees that there shall be no interchange or temporary transfer or bargaining unit Employees to a non-union Center owned by the Center or one of its affiliates.

Section 5: At the time a new Employee subject to this Agreement is hired, the Center shall notify said Employee that the Center recognizes and is in contractual relations with the Union, that said Employee must become a member of the Union on the thirtieth (30<sup>th</sup>) day following their date of hire, and that initiation fees and dues are fixed by the Union will be deducted each month and remitted to the Union.

## ARTICLE II UNION SECURITY

Section 1: All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.

Section 2: All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement or on the thirtieth (30<sup>th</sup>) day following their date of hire, whichever comes first.

Section 3: All Employees hired after the effective date of this Agreement shall become members of the Union on the thirtieth (30<sup>th</sup>) day following their date of hire and shall thereafter maintain their membership in the Union in good standing of continued employment.

Section 4: For the purpose of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

Section 5: Subject to the Grievance Procedure provisions of this Agreement, 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 fee have not been tendered.

Section 6: The Union shall indemnify and save the Center harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of action taken for the purpose of complying with the provisions of this Article.

**ARTICLE III  
CHECK-OFF**

Section 1: A. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A1", the Center shall, pursuant to such authorization, deduct from wages due such Employee each month, starting not earlier than the first pay period beginning after the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular monthly dues as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following completion of the first thirty (30) days of employment. In the event the Union amends the initiation fee and/or dues schedule, the Center agrees to make the revised deduction from the Employee's pay, upon thirty (30) days written notice from the Union. Upon thirty (30) days written notice from the Union, the Center agrees to remit said dues and initiation fees to the Philadelphia Office of the Union, as designated in said notice.

B. An Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body sect which has historically held conscientious objectives to joining or financially supporting labor organizations and who demonstrates such membership to the Union and the Center, shall not be required to join and remain a member of the Union as a condition of employment. Such Employee shall be required as a condition of continued employment to remit to the Sickle Cell Anemia Foundation, the Lupus Foundation or the American Cancer Society, each a recognized and valid charity under Section 501(c)(3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union, as provided for herein. Such sum shall be checked off by the Center from the Employee's pay at the same time and in the same amount as initiation fees and dues are and shall be remitted by the Center to the charity designated by the Employee from the above list. Such designation shall be in the form of a written authorization in the form of Exhibit "A2", annexed hereto and made a part hereof.

C. Employees who are required by the provisions of Article II, UNION SECURITY, to maintain their membership in the Union and who do not sign check-off authorizations, shall adhere to the same payment procedures by making payments directly to the Union or to the said agreed-upon charities.

Section 2: A. Upon receipt of a written authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first pay period beginning after the completion of the Employee's first ninety (90) days of employment, the sum specified in said authorization and remit the same to the District 1199C Credit Union (or such other Credit Union as is designated by the Union) to the credit or account of said Employee. It is understood that such check-off and remittance shall be made by the Center wherever feasible.

B. Upon receipt of a written authorization from any employee in the form annexed hereto as Exhibit "A4", the Center agrees to check-off monthly the sum specified in the said authorization and to remit the same to the Union's Political Action Fund. The Center shall remit the lump sum of all deductions to District 1199C by separate check.

Section 3: The Center shall be relieved from making such check-off deductions upon (a) termination employment or (b) transfer to a job other than covered by the Bargaining Agreement or (c) layoff from work or (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 4: The Center shall not be obliged to make dues deductions or any kind from any Employee who, during any dues month involved, shall have failed to receive wages to equal the dues deduction.

Section 5: Each month, the Center shall remit to the Union, by the fifteenth (15<sup>th</sup>) day of such month, all deductions for dues made from the wages of Employment for the preceding month, together with a list of all Employees from whom dues have been deducted. In addition, each month, the Center shall forward to the Union a list of all Employees from who charitable contributions have been deducted in accordance with the provisions of Section 1B hereof together with the amount deducted for each Employee.

Section 6: The Center agrees to furnish the Union, not less frequently than every two (2) months, a list containing the names of newly hired Employees, their addresses, social security numbers, classifications of work, and dates of hire; and, as well, the names of terminated Employees, together with their dates of termination's, and the names of Employees on leave of absence together with such other information ordinarily supplied to the Union by the Center at the effective date of this Agreement.

Section 7: It is specifically agreed that the Center assumes no obligation, 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 Center harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Center hereunder. Once the funds are remitted to the Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

#### ARTIVE IV MANAGEMENT RIGHTS

Section 1: The Center shall manage the Center and direct the work force. Management of the Center includes the right to plan, direct, and control Center operations; to hire, layoff, assign, and transfer from job to job and department; to schedule hours of work, shifts, overtime and holiday work; to promote Employees and to discipline, suspend, or discharge Employees for just cause; to relieve Employees from

duty due to lack of work or operations exigencies to introduce new and improved processes and procedures, methods and equipment and/or to change existing processes, procedures, methods, or facilities; to make and enforce reasonable work rules, to carry out the policies and functions of the management; to fix and enforce standards of performance and quality; to determine and fix the size of the working force, and the extent to which the Center will be operated; to determine safety, health, and property protection measures for the Center; and to determine the number of management personnel and supervisors to be employed in the Center and their utilization for work in the Center.

Section 2: It is understood and agreed that the Center's rights and prerogatives as set forth and described in Section 1 are subject to the express terms of this Agreement. It is further understood and agreed that the Center, in the exercise of such rights and prerogatives, will not utilize them for the purpose of discriminating against Employees because such are members of the Union.

Section 3: The Center agrees to receive and consider constructive suggestions submitted by the Union.

#### ARTICLE V NO DISCRIMINATION

Section 1: The parties agree to continue their present practice of non-discrimination against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex or age. Neither the Union nor the Center shall discriminate against any disabled Employee provided such disability does not interfere with the performance of work responsibilities or duties.

#### ARTICLE VI NO STRIKES OR LOCKOUTS

Section 1: Under no circumstances shall there be any sit-in, slow-down, cessation or stoppage of work, sympathy strike, picketing, boycott, interference with or interruption of the Center's business, or any other refusal to perform work during the term of this Agreement.

Section 2: During the term of this Agreement, the Center shall not cause or engage in any lockout of its Employees.

Section 3: The Center may terminate the employment of, or otherwise discipline, any Employee who willfully violates any of the foregoing provisions of this Article. Any such termination or discipline shall not be subject to arbitration except on the limited issue as to whether the Employee engaged in the proscribed activity.

Section 4: The Union, its officers, agents, representatives, and members shall not in anyway directly or indirectly, authorize, assist, encourage, participate in or sanction any

strike, sit-down, sit-in, slow-down, cessation or stoppage of work, sympathy strike, picketing, boycott, interference with or interruption of work, or ratify, condone, or lend support to any such conduct or action.

Section 5: In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, slow-down, cessation or stoppage of work, sympathy strike, picketing, boycott, interference with or interruption of work, occur, the Union, immediately upon knowledge of same, shall:

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

Section 6: The Union agrees that it will not oppose or seek to prevent the Center from obtaining appropriate injunctive or other legal relief in the Courts should there be any strike, sit-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Center during the term of this agreement.

Section 7: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to go through or work behind any primary picket line at the Center's place of business; provided, however, an Employee who exercises such right shall be deemed to be engaging in an economic strike and shall not be entitled during the duration of such strike to receive wages, holiday benefits, vacations, vacation benefits, or insurance coverage, or participate in any other Employee benefit plan under this Agreement.

## ARTICLE VII SENIORITY

### Section 1: Definition

- (a) Bargaining unit seniority is defined as the length of time of Employee has been continuously employed in any capacity by the Center
- (b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a department.

Section 2: Probationary Period The probationary period for all new Employees shall be ninety (90) calendar days. During such period, a probationary Employee may be



terminated by the Center and such termination shall not be subject to the grievance and arbitration procedures of the Agreement. When an Employee trained for a job spends less than twenty-five percent (25%) of his/her time on the payroll, only such time actually spent on the job shall be counted for the purpose of computing the probationary period.

At the end of the probationary period, the Employee's seniority shall be retroactive to the date of hire.

Section 3: Loss of Seniority An Employee shall lose his/her seniority and shall be considered terminated for all purposes under the following circumstances:

- (a) He/She quits his/her employment;
- (b) He/She is discharged for cause;
- (c) He/She fails to report to work for two (2) consecutive work days without notice unless the Employee can prove that the failure to provide notice was due to circumstances beyond his/her control;
- (d) He/She fails to return to work at his/her scheduled starting time after notice of recall from layoff in writing. It is mutually agreed that the recalled Employee shall be given a reasonable notice period. Employees are required to have their current telephone number and address on file with the Center at all times and to report promptly any changes in same. The Center agrees not to disclose the telephone number and address;
- (e) After he/she has been on a continuous layoff for a period in excess of ten (10) months or the length of his/her seniority, whichever is less;
- (f) He/She fails to report to work upon the expiration of a leave of absence; or
- (g) He/She obtains employment during the period of a leave of absence or begins to engage in self-employment during any such leave for his/her normal nursing Center working hours without having received the Center's express permission in writing;
- (h) Falsifying the reason for a leave of absence whether such leave is paid or unpaid.

Section 4: When an Employee whose continuous service has been broken by any of the above causes is again hired, he/she shall begin as a new employee of the Center.

Section 5: Absence because of sickness or accident, disability or other approval leave of absence shall not constitute an interruption of continuous service.

Section 6: A copy of the seniority list by department will be furnished to the Union semi-annually and shall be posted on the applicable bulletin board.

Section 7:     Application

- (a)     Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where the length of service is a factor pursuant to this Agreement.
- (b)     Classification seniority shall apply in layoffs and recalls and for scheduling of vacations.

**ARTICLE VIII  
PROMOTIONS AND TRANSFERS**

Section 1:     When any new jobs are created or permanent vacancies occur in the collective bargaining unit, notice thereof shall be posted for three (3) days (excluding Saturday and Sunday) on the Union Bulletin Board. Employees who wish to apply for the vacancy shall, in writing, indicate their qualifications for the job and shall file their bid by the end of the posting period. The Center shall post the successful bidder within ten (10) days after the closing bids.

Section 2:     Vacancies shall be filled by the promotion of the most senior bidding Employee (including part-time employees) already employed by the Center who possesses the requisite skill and ability for the positions.

Section 3:     Filling of Vacancies

- (a)     When a vacancy occurs within the bargaining unit (other than temporary transfers), the most senior Employee within said bargaining unit who bids on the vacancy shall be given preference provided he/she possesses the requisite skill and ability to perform the functions, duties and responsibilities of the job to the satisfaction of the Center within ten (10) working days after assuming said position. Employees who fail to qualify within the prescribed ten (10) day period shall be permitted to return to their former job without loss of their seniority.
- (b)     Where it is determined that skill and ability are relatively equal among the bidding Employees, the Employee with the greatest amounts of seniority shall be awarded the job.
- (c)     Nothing in this Section shall be constructed to mean that the Center is obligated to assign a job to any bidder who is qualified.

Section 4:     If in the Center's opinion there is no qualified Employee, the Center may hire from outside.

Section 5:     Employees may trade days off provided they do so within the same work week and provided it does not cost the Center any additional money as overtime. In order to ensure that the Center does not incur overtime as a result, Employees must secure approval of any proposed trade with his/her Department Head prior to the trade.

## ARTICLE IX LAYOFFS

Section 1: When in the opinion of the Center it is necessary to reduce the work force, temporary Employees in the affected job classifications shall be laid off first. Next, Employees in the affected job classifications who have not completed their probationary period will be paid off. Next, the most junior Employee in the affected classification shall be paid off. An Employee displaced as a result of such decrease in force shall be entitled, provided he/she has the skill and ability to do the work required to:

- (a) Accept a vacant position in another department;
- (b) Displace the most junior employee in his department in an equal or lower-rated classification; if the Employee cannot qualify, then he may;
- (c) Displace the most junior Employee in the Center in an equal or lower-rated job classification.

Section 2: Recall after layoff shall be in the inverse order of seniority before any new Employees are hired, provided the recalled Employee has the skill and ability to do the work required. Employees laid off as a result of a decrease in the work force shall be entitled to claim an opening in their original job classification based upon their institution-wide seniority before such opening is filled by another Employee with lesser authority.

Section 3: In all cases of layoff or recall, the Center shall be the judge of the Employee's skill and ability subject to the grievance procedure.

Section 4: The Center agrees, insofar as is possible, to give at least two (2) weeks' notice to the Union (and the Employees) of all layoffs, except where such advance notice is impractical because of events and circumstances beyond the control of the Center.

Section 5: In the event an Employee is laid off, he/she may, upon request, receive full payment for earned, but unused vacation, earned but unused sick days (up to a maximum of five (5)), and unused personal days as quickly as possible, but not later than fifteen (15) days after layoff.

Section 6: Laid-off Employees will have recall rights for ten (10) months. Probationary temporary Employees have no recall rights.

Section 7: Super-seniority of Union Delegates. All delegates of the Union under this Agreement shall head the bargaining unit, department and classification seniority lists for the duration of their term of office, as authorized by law. At the expiration of their term of office, or removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall.

Section 8: It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to payoffs, employees in job classifications of similar types and requiring similar skills shall be grouped together.

## ARTICLE X DISCIPLINE

Section 1: The Center shall have the right to discharge, suspend or discipline any Employee for just cause.

Section 2: All cases of discharge, suspension or discipline must be taken up in the grievance procedure within seven (7) working days from the date the discharge, suspension or discipline was imposed or the Union or the aggrieved Employee shall have not recourse to the grievance procedure.

Section 3: The Center shall not discipline or discharge Employees in such a manner as to embarrass the Employee before the public or the other Employees except where the care and welfare of the patient would be directly and immediately affected.

Section 4: Any Employee may appeal a suspension or discharge beginning at the third step of the grievance procedure, subject to the conditions set forth in the grievance procedure. The Union delegate and appropriate Union official shall be notified by the Center within forty-eight (48) hours following any suspension.

Section 5: All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

## ARTICLE XI HOURS OF WORK

Section 1: The regular work week shall consist of thirty-seven and one-half (37 ½) hours (forty (40) hours for some Employees) and the regular work shift shall consist of seven and one-half (7 ½) hours (eight (8) hours or ten (10) hours for some Employees) exclusive of a one-half hours unpaid lunch period per shift.

Section 2: An Employee shall work on the shift for which he/she was hired, subject to the emergency needs of the Center. Shift preference shall be given to the Employees with the most amount of seniority as vacancies occur.

Section 3: Whenever an 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. If more than one (1) Employee applies, such change shall be awarded to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, an Employee shall have preference in filling

vacancies on another shift in the classification in which he/she is then working over new Employees.

Section 4: Employees shall receive two (2) paid fifteen (15) minute breaks or one (1) paid thirty (30) minute break on each shift. Such breaks shall not interfere with the efficient operation of the Center. One (1) paid fifteen (15) minute break may be combined with the one-half (½) hour unpaid lunch break, at the discretion of an Employee's supervisor.

Section 5: Work schedules showing the Employee's shifts, workday and hours shall be posted on departmental bulletin boards two (2) weeks in advance. Except for bona fide emergencies, changes will be posted one (1) week in advance.

Section 6: Each Employee who has completed six (6) months of continuous employment since his/her most recent date of hire shall be scheduled so that he/she has every other weekend off, unless the Center is precluded from being so because of emergencies. New hires may be scheduled a minimum of every third weekend off during the first six (6) months of employment.

Section 7: If an Employee misses a scheduled weekend, the Employee shall be required to make up that time on the following weekend. The only exceptions to the above shall be if the Employee is on funeral leave, vacation if he/she has been out sick three (3) days during the week before or after the weekend or if the Employee presents a doctor's note; provided, however, that this procedure (presenting a doctor's note may be used to excuse from the make-up requirement no more than two (2) weekend absences in a twelve (12) month period (all other must be made up as aforesaid).

Section 8: When an Employee's schedule has been changed after posting, an Employee, who has not been notified of the change, who reports for work at the scheduled time, and no work is available in his classification, will be compensated by payment of a total of four (4) hours at his regular rate.

## ARTICLE XII OVERTIME

Section 1: The Center shall be the judge of the necessity for overtime. Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for any work performed in excess of forty (40) hours during any one (1) week. A regular work week is defined as Sunday to Saturday.

Section 2: The Center shall attempt to distribute overtime in a reasonably equal basis among the Employees in the classification where the work is being performed. Assignments of overtime shall be made from the bargaining unit seniority list on a rotating basis in the department where the overtime situation exists. Employees are required to work overtime when assigned.

Section 3: Overtime will not be pyramided.

Section 4: The time spent in mandatory in-service meetings shall be considered time worked for overtime purposes.

Section 5: No Employee who is requested to work hours outside his/her regularly scheduled shift shall be required to take time out of his/her regular shift to offset such hours, including holidays.

Section 6: No paid leave shall be considered as time worked for the purpose of computing overtime payments.

### ARTICLE XIII LEAVE OF ABSENCE

Section 1: Leaves of absence without pay shall be granted by the Center to an Employee at Center's discretion. The Center will not unreasonably deny a request for a leave of absence.

Section 2: Unless otherwise required by law, Employees shall be eligible for a leave of absence upon completion of one (1) year of employment. During Employees' first year of employment, after completion of the probationary period, Employees shall be eligible for a personal leave of absence of up to 30 days.

Section 3: During a voluntary leave of absence, the Employee shall retain but not accrue seniority. During an involuntary leave of absence, the employee shall continue to accrue seniority.

Section 4: Except as provided in Article XXII, Section 8, Employees will not be entitled to receive or accrue vacation benefits during an unpaid leave of absence. ~~Other benefits such as paid time off, holidays or sick leave do not accrue during any unpaid~~ leave of absence.

Section 5: Applications for a leave of absence must be in writing to a representative of the Center designed for such purpose. The request shall state the reason the leave is requested and the requested length of the leave. The Center's decision on the application shall be made in writing within ten (10) days of when the application is made.

Section 6: Requests for an immediate emergency leave shall be answered as promptly as possible, but in no event more than twenty-four (24) hours of when the request is made.

Section 7: Leave of absence may be granted only for the following reasons:

- (a) Maternity - Maximum leave is six (6) months, but may be extended for an additional six (6) months for reasonable cause by mutual agreement. The

Center reserves the right to require a physician's certificate that the Employee is physically unable to continue working or that the Employee is physically able to continue working or that the Employee is physically able to continue working during the last stages of pregnancy. At the commencement of the leave, the Employee must inform the Center of whether she intends to return after the leave.

- (b) Illness -- maximum leave is six (6) months, but may be extended for an additional six (6) months for reasonable cause by mutual agreement, or as otherwise required by law. Extensions will not be unreasonably denied.
- (c) Military Leave -- As required by law.
- (d) Union Leave -- Any Employee elected or appointed as a Union officer, or as a delegate to any labor activity, necessitating a leave of absence, shall be granted such leave without pay for up to one (1) year.
- (e) FMLA -- The Center agrees to abide by the provisions of the Family Medical Leave Act. As such, an Employee who has been employed by the Facility for twelve (12) months and who has completed 1,250 hours of work during the twelve (12) month period immediately preceding the commencement of such leave will be entitled to up to twelve (12) weeks of leave during a 12-month period when they have a serious illness, need to care for a newborn or newly adopted or newly placed foster child or a seriously ill covered relation (spouse, parent, child as defined by FMLA). The Center will make the contributions to the Employees' health care coverage in effect during such leave for a period of up to twelve (12) weeks provided that the Employee pays his/her portion, if any, for the respective level of coverage.
- (f) If an Employee is required to obtain additional training and/or education in order to maintain his/her position, the Center shall be required to make necessary adjustments to enable the employee to acquire such training and/or education. Employees may be permitted to take an unpaid leave of absence for purpose of training and/or education.
- (g) For reasonable cause and by mutual agreement (which agreement by the Center shall not be unreasonably denied), leave of absence without pay may be granted for personal reasons other than those listed in the above sections.

Section 8: When a leave without pay is granted for any of the reasons listed above, the employee shall be granted his/her job with regards to skill and wages within the Center upon his/her return provide the Employee returns within specified time limits.

Section 9: During the period of absence, the Employee shall not engage in gainful employment during his/her normal nursing Center working hours without prior written consent from the Center. Failure to comply with this provision shall result in the complete loss of seniority rights of the Employee involved.

Section 10: Leave of absence may be extended by the Center.

## ARTICLE XIV GRIEVANCE PROCEDURE

Section 1: Should differences arise between the Union and the Center as to the meaning and application of any express term or provision of this Agreement, an effort shall be made to settle such differences as promptly as possible by utilization of the grievance procedure. No grievance shall be considered unless it is processed in accordance with the procedures herein set forth:

Step 1: There shall be a discussion between the aggrieved Employee, the Union Steward and the Department Head or such other person as is as is designated by the Center. The Department Head or such other person as is designated by the Center will present his/her reply to the Steward or Employee within five (5) working days from the time the grievance was presented. If no satisfactory settlement is reached, the grievance shall be put in written form, signed by the Employee and referred within five (5) working days to Step 2.

Step 2: There shall be a discussion between the Union Steward and the Administrator of the Center. The Center will give its answer in writing within (5) working days. If no satisfactory settlement is reached, the grievance shall be referred to Step 3 within five (5) working days.

Step 3: There shall be a discussion between the Union Representative and the Corporate Director of Labor Relations or his/her designee. In the event the dispute shall not have been satisfactorily settled within five (5) working days, the matter shall be submitted by the Union to an impartial arbitrator in accordance with the arbitration section hereof, provided the Union shall so notify the Center, in writing, within ten (10) days (thirty (30) days in discharge cases where the Employee has involved the Union's internal review process) after the discussion in Step 3 of this grievance procedure.

Section 2: The grievance must be initiated in Step 1 within seven (7) working days after the occurrence which gave rise to the grievance, or it shall be deemed to have been waived by the aggrieved Employee and the Union. Any grievances not appealed to the next higher step of the grievance procedure or to arbitration within the time limits specified shall be deemed to have settled on the basis of the Center's last answer.

Section 3: No delegate shall leave his/her work station during scheduled work periods to discuss or process grievances without permission from his/her supervisor and the supervisor of the effected Employee. Permission shall not be denied without reasonable cause. All such discussion and processing of grievances shall be carried on in such manner as to minimize interference with the operation of the nursing Center.



Section 4: It is understood that the time schedule established in the various steps of the grievance procedure may be extended by mutual written agreement.

Section 5: All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 6: A grievance which affects a substantial number or class of employees, and which the Center representatives or designee in Step 1 lacks authority to settle, may initially be presented at Step 2 by the Union's representative. If no satisfactory settlement is reached, the grievance shall be referred to Step 3 within five (5) working days.

Section 7: Subject to the grievance and arbitration procedure of this Agreement as provided above, Stewards shall have the right to investigate grievances during working hours at no loss of pay provided the investigation cannot be reasonably conducted during non working hours. In any event, the Steward must first obtain permission from his/her supervisor, and in the event he/she is required to go into another department, he/she must also obtain permission from the supervisor in that other department. Permission shall not be withheld unreasonably. The investigation shall not in any way interfere with the Center's operation.

Section 8: Failure on the part of the Center to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

## **ARTICLE XV ARBITRATION**

Section 1: Within ten (10) days of the Step 3 grievance meeting (thirty (30) days in discharge cases where the Employee has invoked the Union's internal review process) the Union or the Center shall have the right to refer to the impartial arbitrator any difference which has not been satisfactorily adjusted by means of the steps established in the grievance procedure section and within the time limit herein specified.

Section 2: When the services of an impartial arbitrator are required, all proceedings shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power and add to, subtract from, alter or modify any of the terms and conditions of this Agreement.

Section 3: The compensation and proper expenses of the impartial arbitrator shall be agreed upon between him/her and the parties hereto and each of the parties hereto shall be responsible for and pay to him/her one-half (1/2) of said compensation and expenses.

Section 4: No more than one grievance may be submitted to an arbitrator for determination at one time unless mutual, written agreement of the parties is obtained for the submission of multiple grievances to the same arbitrator.

Section 5: The award of an arbitrator hereunder shall be final, conclusive, and binding upon the Center, the Union, and the Employees.

Section 6: The arbitrator shall have jurisdiction only over disputes arising out of the interpretation or application of this Agreement, and he/she shall have no power to add to, subtract from, or modify in anyway any of the terms of this Agreement.

## ARTICLE XVI GENERAL PROVISIONS

Section 1: All part-time Employees shall be eligible for wages and benefits as set forth in specific provisions of this Agreement.

Section 2: Bulletin Board. The Center shall provide one (1) locked Bulletin Board for the exclusive use of the Union for the purpose of posting proper Union notices. Notices shall not be posted in any other place. There shall be two (2) keys - one for the Union delegate and one for the Center.

Section 3: When a new job classification or department is established by the Center for the performance of work comparable to that performed by the Employees covered by this Agreement, the Union will be notified and negotiations will convene promptly to determine whether or not such job classification or department should properly be included in the bargaining unit, and if so, the wage rate to be paid.

Section 4: Vacation checks will be computed and written separately from Employee's regular work week pay check.

Section 5: Pay checks will be issued on a bi-weekly basis. In the event the Center changes the beginning date of the two (2) week pay period, the Center will notify the union with a three (3) week written advance notice of the change.

Section 6: Third-shift Employees may pick up pay checks on payday at the end of shift time and second-shift employees who are scheduled off on payday may pick up checks on the day prior to payday at the end of shift time, unless the checks are unavailable for reasons beyond the Center's control.

Section 7: The Center shall provide free parking facilities for Employees, provided that such parking facilities continue to remain available.

Section 8: Labor-Management Meetings. The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, upon request of either party, meetings shall be scheduled at mutually agreeable times to take up matters of mutual concern. It is understood and agreed that grievances will be resolved through the grievance procedure.

Section 9: The Center shall maintain one (1) confidential personnel file in the office of the Center for each Employee. Notification to an Employee shall be deemed due and sufficient is made personally, by written memorandum, or by registered or certified mail or telegram delivered to the Employee's last address as shown in his/her current address and telephone number.

Section 10: Individual personnel files shall be confidential. However, an Employee shall have the right to make such additions or responses to the material contained in his/her official personnel file as he/she shall deem necessary, but he/she shall not have the right to remove material from the file. The Employee shall not have the right to access to the official confidential pre-employment file.

Section 11: The Center will furnish job descriptions to the Union for each job classification; the Union and the Center will meet to review same.

Section 12: Employees shall not be required to use their own vehicles to transport patients.

Section 13: Employees shall be afforded a reasonable grace period for lateness in the event of bad weather and/or public transportation strike.

Section 14: The Center shall provide a safe environment at all times and shall provide proper equipment.

Section 15: Payroll errors exceeding thirty dollars (\$30.00) which are not the Employee's fault, will be corrected within four (4) business days from the date the Employee notifies the Center after the Employee has received his/her paycheck. The Center will develop a form for the Employee to complete and submit to reflect the above.

Section 16: Employees who are not scheduled for work and who are asked to come in and report within two (2) hours 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.

Section 17: Supervisors shall not do work normally performed by bargaining unit employees except for the purpose of instruction, training, filling in absenteeism, and emergencies. An emergency is herein defined as any suddenly arising situation necessitating immediate action by the supervision to maintain safety or health of employees and care of residents, to prevent damage to equipment, facilities, property and/or materials or to aid in correcting or repairing malfunctions.

Section 18: Each new employee shall be provided an in-service training upon hire or transfer to a new position.

Section 19: Twenty-year Club. Eligible Employees will participate in the 20 Year Club on the same basis as non-represented Employees at other Genesis Centers.

## ARTICLE XVII UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

Section 1: The authorized representative(s) of the Union will have reasonable access to the Center's premises provided that the Union representative gives the Center twenty-four (24) hours advance notice, except in the cases of emergencies, to confer with the Center, Delegates of the Union and/or with the Employees for the purpose of administering this Agreement. When a Union representative enters the Center premises, he/she will notify the Administrator, or person in charge, of his/her visit so that his/her activities do not interfere with customer care or the efficient operation of the Center. The union representative will be required to enter the Center on the same basis as the general public and will be allowed to confer with employees in non-work areas, and during non-work time. No more than two (2) Union representatives will visit the Center at any time, unless the parties mutually agree otherwise. The Center will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. The Union will furnish the name of the authorized representative.

Section 2: Delegates of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties of mutual concern to the Employees and the Union. The Delegates shall have sufficient time to perform such duties during working hours.

Section 3: The work schedules of Employees elected as Union Delegate shall be adjusted to permit attendance at regular delegate assembly meetings providing that Center operations shall not be impaired.

Section 4: When a delegate finds it necessary to enter a department of the Center in the course of the performance of his/her duties as Delegate, he/she shall first advise the Personnel Office or the head of the Department or his/her designee as the Center shall so state. Such visits shall not interfere with the operation of the Center.

Section 5: An Employee who serves as Union delegate (a maximum of five (5) shall be recognized for purposes of this Section) shall be granted two (2) days off per contract year without loss of wages or benefits to attend Union seminars which require delegate attendance, provided prior notice is given to the Administrator and provided the Center's operation is not impaired.

## ARTICLE XVIII HIRING

Section 1: It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on jobs, it is therefore agreed: The Center shall

utilize the Union's Employment Service for the recruitment and referral of qualified persons for all full-time, part-time or temporary bargaining unit jobs and training positions vacancies.

Section 2: The Center shall notify the Union's Employment Service of all such bargaining unit jobs and training positions vacancies and shall afford the service forty-eight (48) hours from the time of notification to refer an applicant for the vacancy, before hiring from any other source.

Section 3: The Employment Service shall be administered by the Union. The costs of operating the service shall be borne by the Union.

Section 4: Notwithstanding the foregoing, the Center retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the Center also retains the right to hire applicants from other sources in the event the Employment Service does not refer qualified applicants within such forty-eight (48) hour period.

Section 5: The Center shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of patients.

Section 6: Neither the Service, in referring, nor the Center, in hiring, shall discriminate against an applicant because of membership or non-membership in the Union, or for any other reason set forth in Article V of this Agreement. The Employment Service shall give preference to applicants from the community when the Union members are not available.

Section 7: The Center will advise the Union when a bargaining unit position is filled with a person who is not hired through the Union's Employment Service.

Section 8: No employee from any source other than the Union's Employment Service nor student Employee shall work in a bargaining unit job without pre-notification by the Center to the Union.

## **ARTICLE XIX HEALTH AND WELFARE**

Section 1: Health insurance benefits, including employee eligibility and the amounts of Employee contributions or co-pays toward the cost of insurance, will be provided to bargaining unit Employees in the same manner as provided to other Genesis Employees in comparable positions at other non-represented facilities, including any changes in benefit levels or providers, or changes in Employee contribution or co-pay during the life of the Agreement. The Center will provide the employees the same insurance benefits (Health, Dental & Vision) as the non-represented employees on the same basis and costs as non-represented employees.

Section 2. Dental Coverage - The Center will provide employees the same Dental Insurance on the same basis and costs as non-represented employees.

Section 3: Life Insurance

All full-time employees receive a life insurance policy in an amount equal to one times their salary rounded up to the next one-thousand (\$1,000.00) up to a maximum of fifty thousand (\$50,000.00).

Section 4: Disability Benefit

A paid short-term disability benefit is available to all full-time employees after one (1) year of active employment. Employees must exhaust all available sick, personal and vacation days prior to receiving disability pay. The current short-term disability program is \$275/week to a maximum of twenty-six (26) after a fifteen (15) day waiting period.

Section 5: AFLAC

All AFLAC products to be offered to bargaining unit employees on the same basis as non-represented Employees at other Genesis Centers.

Section 6: Vision Plan

Vision plan to be offered to all bargaining unit employees on the same basis as non-represented employees at other Genesis Centers.

**ARTICLE XX**  
**BEREAVEMENT LEAVE**

Section 1: When a death occurs in the immediate family, a non-probationary Employee, upon request, shall be excused a maximum of three (3) consecutive scheduled working days, with pay, which shall include the day of the funeral, and may include the day after burial. Immediate family should include, father, mother, stepmother, stepfather, wife, husband, domestic partner, child, stepchild, grandchild, brother, stepbrother, sister, stepsister, grandparent, mother-in-law, father-in-law, or legal guardian.

Section 2: In the event an Employee desires to extend his/her bereavement, the Employee may, at the discretion of his/her Department Head, extend his/her bereavement with available vacation or personal days. Such approval will not be unreasonably denied.

**ARTICLE XXI  
JURY DUTY**

Section 1: Any regular full-time Employee who has completed ninety (90) days of continuous service and who is actively on the payroll and who is called for service as a juror will be paid the difference between the fee he/she receives for such service and that amount of straight-time earnings lost by reason of such service.

Section 2: When an Employee receives a subpoena for jury duty, he/she must present the notice to his/her supervisor immediately. Failure to promptly report such notice shall result in forfeiture of the jury duty benefit as outlined in Section 1 above.

Section 3: An Employee who is called to serve on jury duty shall cooperate with the Center in obtaining a release of said Employee for jury duty if the Center believes the Employee's services are essential to the Center.

**ARTICLE XXII  
VACATION**

Section 1: Employees shall be entitled to paid vacation upon completion of their anniversary date at the following rate:

One (1) year	Two (2) weeks
Five (5) years	Three (3) weeks
Twelve (12) years	Four (4) weeks

Section 2: All vacation hours become available on the Employee's service anniversary date and are accrued based on hours for which the Employee is compensated (excluding overtime and workers compensation payments) not to exceed the Employee's regular standard hours.

Section 3: No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year and may not be accrued from year-to-year and Employees will not be compensated for vacation time not taken, unless it was not possible for the Employee to take his/her accrued vacation.

Section 4: All vacation hours may be used in one consecutive block of time with prior approval from Employee's Department Head.

Section 5: The Center will make every reasonable attempt to grant employee vacation requests as submitted. If more employees than can be reasonably accommodated by the Center have submitted a request for the same vacation time, the available vacation shall be allotted on the basis of bargaining unit seniority within their respective departments. Vacation requests shall be made at least four (4) weeks in advance of the desired vacation and bargaining unit seniority shall be considered only when employees have submitted conflicting requests on the same date. All vacation

requests must be submitted in writing and the Center shall respond in writing within fourteen (14) working days after receipt of such requests.

Section 6: Vacation pay per week of vacation shall not exceed thirty-seven and one-half (37 ½) hours (or the Employee's normal weekly hours) at the Employee's basic straight-time hourly rate in effect for the Employee's regular job on the payday immediately preceding the Employee's vacation.

Section 7: An Employee shall be paid his/her vacation pay before starting his/her vacation provided two (2) weeks notification has been given.

Section 8: Approved absences due to established illness, maternity leave or injury not exceeding five (5) weeks shall be considered as time worked in determining the amount of vacation for Employees with from more than one (1) and up to and including but not exceeding five (5) years of service. For Employees with service beyond five (5) years, the period shall be thirteen (13) weeks. If such absence extends into an Employee's scheduled vacation period, the vacation shall be postponed and another period assigned. If disability due to illness, maternity or injury begins after an Employee commences his/her vacation, the original vacation shall remain in effect.

All involuntary absences as herein limited which exceed the aforesaid five (5) or thirteen (13) week period shall not be deemed nor considered as time worked in computing vacation and vacation for such Employees shall be pro-rated by relating the number of weeks actually worked during the vacation eligibility year with the number of days or weeks such Employee would have been contractually entitled to had he/she worked the entire vacation eligibility year.

All voluntary absences shall not be deemed nor considered as time worked in the computation of vacation. Where an employee has been voluntarily absent, his/her vacation shall be pro-rated on a percentage basis, i.e., the period of time actually worked as that period relates to the period of vacation due him/her.

An Employee who has quit or who has been discharged or who has not received or taken earned vacation shall receive earned but not taken as of the last anniversary date of hire of the Employee.

Section 9: Vacation checks, in increments of one or more regular work weeks, will be computed and written separately from Employee's regular work-week paycheck.

## **ARTICLE XXIII HOLIDAYS**

Section 1: The Center recognizes the following holidays for non-probationary Employees. Full-time employees hired after July 1, 2018 will be eligible on an annual basis to select seven (7) Holidays and one (1) Personal Day of their choosing from the Holiday's outlined in the CBA.



- New Year's Day
- Dr. Martin Luther King's Day (January 15<sup>th</sup>)
- Memorial Day
- Independence Day (July 4<sup>th</sup>)
- Norman Rayford Day ( August 28)
- Labor Day
- Thanksgiving
- Christmas
- Two Personal Days

Section 2: If such non-probationary Employee works on any holiday, he/she shall be compensated at one and one-half (1½) times his/her regular rate of pay for all hours worked on such holiday.

Section 3: Any non-probationary Employee who works on a holiday will also be awarded a compensatory day off with pay.

Section 4: Any non-probationary Employee who does not work on the holiday shall be paid at his/her regular rate for the regularly scheduled hours that he/she would have worked that day had it not been a holiday, provided that he/she works his/her scheduled work days before and after the holiday.

Section 5: One personal day shall be arranged by mutual agreement between the Employee and the Center. One personal day may be used on an emergency basis.

#### ARTICLE XXIV SICK LEAVE

Section 1: Full-time non-probationary Employees shall be entitled to paid sick leave earned at the rate of one (1) day per month up to a maximum of nine (9) days per year. Employees shall not be permitted to accumulate sick leave from year-to-year. Sick leave does not accrue during any period of leave of absence.

Section 2: Employees on the payroll as of December 15 of each year will be compensated at their regular rate for any accrued unused sick leave as of that date. Checks for unused sick time will be computed and written separately from Employee's regular work week paycheck.

Section 3: Part-time non-probationary Employees shall receive a pro-rata portion of sick pay provided above.

Section 4: An Employee may use a sick day or one-half (1/2) of a sick day to cover time lost from work for visits to the doctor or dentist, provided such time is requested and approved in advance. Approval shall not be unreasonably denied.

Section 5: In the event a family member as defined under Article XX becomes ill, an Employee may use his/her accumulated sick days for such absence from work.

**ARTICLE XXV  
WAGES**

**Section 1: Certified Nurse Assistant (CNA's) and Maintenance Helper**

**Certified Nurse Assistant (CNA)**

YOE	YEAR				
	2018	2019	2020	2021	2022
0	\$13.25	\$13.45	\$13.65	\$13.85	\$14.05
1	\$13.45	\$13.65	\$13.85	\$14.05	\$14.25
2	\$13.45	\$13.65	\$13.85	\$14.05	\$14.25
3	\$13.85	\$14.05	\$14.25	\$14.45	\$14.65
4	\$13.85	\$14.05	\$14.25	\$14.45	\$14.65
5	\$14.25	\$14.45	\$14.65	\$14.85	\$15.05

Maintenance Helper Effective 7/1/2018 \$14.00

Job rates are effective the date of the agreement.

**Section 2: Other Employees**

YOE	YEAR				
	2018	2019	2020	2021	2022
0	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
1	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
2	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
3	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
4	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
5	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50

Job rates are effective the date of the agreement.

**Section 3: Across the Board increases – Employees will receive the greater of the ATB increase or the step rate in the charts.**

- 7/1/2018 \$0.20
- 7/1/2019 \$0.20
- 7/1/2020 \$0.25
- 7/1/2021 \$0.25
- 7/1/2022 \$0.30

Section 4: Those Employees who do not elect paid sick leave coverage and paid holiday entitlement shall receive an additional fifty (\$.50) cents per hour added to their base rate of pay.

Section 5: Those Employees who obtain required Pennsylvania Nurse Aide Certification shall receive an additional forty (\$.40) cents per hour.

Section 6: Any Employee temporarily assigned to work in a higher classification shall receive the rate of pay for such classification for the hours he/she so works. Any Employee temporarily assigned to work in a lower classification shall be paid his/her regular rate of pay for the hours he/she so works. A temporary assignment should be normally be one of two (2) weeks or less.

Section 7: In the event the Center needs to adjust the minimum rates to be competitive in the marketplace, the Center will notify the Union and if requested by the Union, will meet to discuss any adjustments to the minimum rates.

#### **ARTICLE XXVI WEEKEND DIFFERENTIAL**

Section 1: The Center agrees to pay a twenty-five (\$.25) cent per hour premium to Employees working any of the shifts commencing with the first shift on Saturday and through the last shift on Sunday.

#### **ARTICLE XXVII TRAINING AND UPGRADING**

Section 1: The Center will contribute to the Philadelphia Hospital & Health Care District 1199C Training and Upgrading Fund (hereinafter referred to as the "Fund"), a sum equal to one and one-half percent (1.5%) of the gross payroll of all Employees who complete their probationary period. Such monthly payments shall be due in the Fund office on or before the fifteenth (15<sup>th</sup>) day of each month and shall be based on the previous month's gross payroll.

Section 2: Contributions so received by the Fund shall be used to study industry 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 program shall be administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Centers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between 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, and his/her decision shall be final and binding. The Trustees of the Fund, in addition to the monies received from

Institutions, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

Section 3: An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to the Center.

Section 4: Together with the periodic payments herein provided, the Center shall submit regular monthly reports to the Fund in such form as may be necessary for the sound and efficient administration of the Fund. The Center 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 required in order to determine the eligibility of Employees for Fund benefits, and to permit an account for the Fund to audit such records.

Section 5: Training Leave. A Union member who has been accepted for training under the Philadelphia Hospital and Health Care District 1199 Training and Upgrading Fund, shall be given an unpaid leave of absence up to and including the final day of training. The training leave will be approved or disapproved by the Center based on operational needs. Such approval shall not be unreasonable denied. An employee shall be returned to his/her former position, or to an upgraded position, if available, upon completion of training and provided the employee shall give the Center not less than thirty (30) days written notice of his/her intent to return to work.

### ARTICLE XXVIII RETIREMENT PLAN

Section 1: The Center shall contribute monthly to the Pension Fund for Nursing Home and Health Care Employees - Philadelphia and Vicinity, a sum of money equal to four percent (4%) of the gross payroll for all employees covered by this Agreement who have completed one (1) year of employment with the Center. Such payments by the Center to the Pension Fund shall be made monthly based upon the previous month's payroll.

Section 2: Such payments shall be used by the Trustees of the Pension Fund for the purpose of providing pension and retirement benefits for employees as the Trustees may from time to time determine.

Section 3: The Pension Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust of the Pension Fund and any amendments thereof, which provide for equal representation by the Union and Centers contributing to said Pension Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding. The Center hereby adopts and

agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust, and any amendments thereof.

Section 4: An independent audit of the Pension Fund shall be made annually and a statement of the results thereof shall be furnished to the Center.

Section 5: Such Pension Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

Section 6: Together with the periodic payments herein provided, the Center shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Pension Fund.

Section 7: The Center agrees to make available to the Pension Fund any such records of employees such as names, classifications, social security numbers, dates of hire, hours of work, accounts of payroll and/or wages paid, and dates of termination or leave which the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund or that may be so required by ERISA in order to determine the eligibility of employees for Pension Fund benefits and to permit an accountant for the Pension Fund to audit such records.

Section 8: Where contributions are not made when due, the Center and its successors and assigns shall be obligated, from the due date on, to pay interest and liquidated damages on all past due contributions in an amount as determined by the Trustees, any costs, including legal fees, incurred by the Pension Fund in connection with collection of delinquent contributions and payments for the cost of payroll audits when such audits disclose deficiency of payments.

#### **ARTICLE XXIX WEEKEND PREMIUM PAY PROGRAM**

Section 1: In the event the Center establishes a Weekend Premium Pay Program, which decision and terms of such program are solely in the Center's discretion, Employees will be eligible to apply for such positions.

#### **ARTICLE XXX SEPARABILITY**

Section 1: If any provision of this Agreement or the application thereof by any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of this Agreement and the application of such Agreement to any other person

or circumstance shall not be rejected thereby, and to this end the provisions of this Agreement are declared to be severable.

**ARTICLE XXXI  
DURATION**

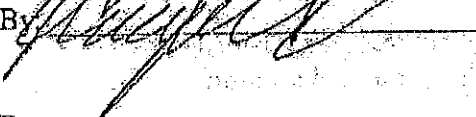
Section 1: All the terms and provisions of this Agreement and all of the rights and obligations created by this Agreement shall become effective as of July 1, 2018, and shall remain in full force and effect for a period of five (5) years through June 30, 2023.

**ARTICLE XXXII  
ENTIRE AGREEMENT**

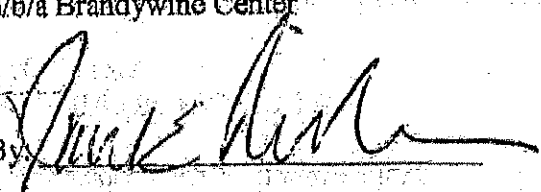
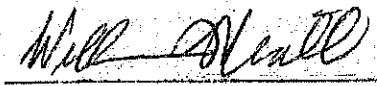
Section 1: This Agreement represents the entire Agreement between the parties, and there are no understandings or agreements, written or oral, relating to rates of pay, hours of work, or conditions of employment other than those set forth in this Agreement or incorporated herein by reference. Any future modifications, variations or additions to this Agreement shall be binding on the parties only if in writing and signed by the proper representatives of the Center and the Union. All previous past practices not specifically contained or referred to in this contract shall be held null and void as of the effective date of this Agreement. The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

National Union of Hospital  
Health Care Employees,  
AFSCME, AFL-CIO, and its Affiliate  
District 1494C

By:   
By: \_\_\_\_\_

800 West Miner Street Operations LLC  
d/b/a Brandywine Center

By:   
By:   
6/7/19

**EXHIBIT "A1"**  
**DUES CHECKOFF**

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

**DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY**  
**National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO**  
**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 Bylaws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**CHECK-OFF AUTHORIZATION**

Date \_\_\_\_\_, 20\_\_\_\_

To: \_\_\_\_\_ (the Center)  
 You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named CENTER and the UNION is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the CENTER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the CENTER and the UNION, which shall be shorter, unless written notice is given by me to the CENTER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the CENTER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 302© of the Labor Management Relations Act of 1947.

Print Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**EXHIBIT "A2"**  
**CONSCIENTIOUS OBJECTOR**

**DATE:** \_\_\_\_\_

**TO:** \_\_\_\_\_

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

\_\_\_\_\_

This contribution will be deducted from my pay and remitted to the charity no later than the tenth (10<sup>th</sup>) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the Center at the following address:

\_\_\_\_\_

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at the address of 1319 Locust Street, Philadelphia, 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 Center to deduct in twelve (12) equal monthly installments, the sum assessed by the Union against the undersigned for fees incurred in connection with representation by the Union at all stages of the grievance procedure, including the reasonable customary fees of the Arbitration, arbitration fees, and the fees of the Union's attorney, as well as such other costs which the Union will assess in connection with that procedure.

Social Security Number \_\_\_\_\_

Clock Number \_\_\_\_\_

Department \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_



**EXHIBIT "A3"**  
**CREDIT UNION CHECKOFF**  
**District 1199C Credit Union**

PLEASE PRINT

NAME \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY/STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

EMPLOYED AT \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ JOB TITLE \_\_\_\_\_

AMOUNT OF DEDUCTION \_\_\_\_\_ PER PAY PERIOD \_\_\_\_\_

SIGNED \_\_\_\_\_

**Credit Union Check-Off Authorization**

Effective Date \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Center)

You are hereby authorized and directed to deduct from my wages or salary the sum of \$ \_\_\_\_\_ each pay period not to exceed ten percent (10%) of my wages of each pay period and to remit such deductions to the District 1199C Credit Union, or to any other credit union in which the Hospital participates (if I so designate), no later than the tenth (10<sup>th</sup>) day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the District 1199C Credit Union doing business in New York and in such latter event the same will be in full force and in effect until the loan from the District 1199C Credit Union has been paid in full.

Name \_\_\_\_\_ Address \_\_\_\_\_  
(print)

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_ Job Title \_\_\_\_\_

EXHIBIT "A4"  
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 yr. Social Security No. \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

*Register and Vote!*

District 1199C Political Action Fund  
Check-Off Authorization

Date \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Center)

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

Sec. Sec. No. \_\_\_\_\_ Signature \_\_\_\_\_

Dept. \_\_\_\_\_ Home Address \_\_\_\_\_

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