

COLLECTIVE BARGAINING AGREEMENT

By and Between

30 WEST AVENUE OPERATIONS, LLC.

d/b/a

WAYNE CENTER

and

NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES,

AFSCME, AFL - CIO,

AND ITS AFFILIATE DISTRICT 1199C



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AGREEMENT

This AGREEMENT made and entered this 1st day of July, 2018, by and between 30 West Avenue Operations LLC d/b/a WAYNE CENTER, 30 West Avenue, Wayne, PA. 19087 (hereinafter called the Center) and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate, District 1199C, with its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107 (hereinafter referred to as the Union), acting herein on behalf of the Employees of the said Center, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the Employees.

WITNESSETH

WHEREAS, the Center is furnish an essential public service vital to the health, welfare, safety and comfort of the community; and

WHEREAS, the Center recognized 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 this parties hereto that this agreement promote and improve the mutual interest of the customers the Center as well as of its Employees and to avoid interruptions and interferences with services to customers and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

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

ARTICLE 1: RECOGNITION

- 1.1 A. The Center recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time certified nursing assistants, non-certified nursing assistants, senior/leader nursing assistants, geriatric nursing assistant specialists, senior nursing assistant coordinator/rehabilitation aide, rehabilitation aide, recreation/activities aides, housekeeping aids, laundry aides, dietary aids, cooks, receptionists, van drivers, restorative aides, ward clerks, and maintenance helper employed by the Center.
- B. Also excluded from the aforesaid bargaining unit are supervisory, confidential employees, guards, office clericals, RNs, LPNs, casual and agency employees as defined by the Act; and
- C. A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which will not be unreasonably withheld.
- 1.2 Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

- 1.3 All part-time Employees covered by this Agreement will be eligible for wages and benefits provided in this Agreement, unless otherwise specified in this Agreement. Such benefits will be pro-rated based upon the actual number of non-overtime hours worked unless otherwise specified in this Agreement.
- 1.4 Work regularly and customarily performed by an Employee shall not be performed by a student Employee, supervisor or volunteer, to the extent that it results in the layoff of the Employee. A position filled by a full-time Employee which becomes open will not be split into two (2) or more part-time positions in order to provide employment for a student Employee, and no such position shall be filled by a student Employees unless it cannot be filled by an Employee on a full-time basis.

ARTICLE 2: UNION SECURITY

- 2.1 All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, will maintain their membership in the Union in good standing as a condition of continued employment.
- 2.2 All Employees hired after the effective date of this Agreement will become members of the Union no later than the ninetieth (90th) day following the beginning of such employment and will thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 2.3 For the purposes of this Article, an Employee will 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.
- 2.4 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, will, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.
- 2.5 The Union agrees that it will indemnify and hold the Center harmless from any recovery of damages sustained by reason of any action taken under this Article.
- 2.6 Any Employee hired on or before June 1st, 1997, who has not signed a Union authorization (application for membership organizing card) card, will not be required to become a member of the Union, pay dues to the Union or make payments to a charity.
- 2.7 All employees who signed a Union authorization (application for membership organizing card) card or was hired after June 1st, 1997 will be required to be a member of the Union.
- 2.8 The Union shall have no obligation to represent any Employee who has not become a member of the Union pursuant to section six (6) above.

ARTICLE 3: CHECK-OFF

- 3.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Center, will, pursuant to such authorization, deduct from the wages due such Employee each month (in equal amounts, from the first two pays in a month), starting not earlier than the

first pay period beginning after the completion of the Employee's probationary, and remit to the Union regular monthly dues as fixed by the Union. The initiation fee will be paid in two (2) consecutive monthly installments, beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Center agrees to make the revised deduction from the Employee's pay, upon thirty (30) days written notice from the Union.

- 3.2 Upon written notice from the Union, Center agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.
- 3.3 An Employee who does not sign a written authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.
- 3.4 An Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union and the Center, will not be required to join and remain a member of the Union as a condition of employment.
- 3.5 Such Employee will be required as a condition of continued employment, to remit to the Sickle Cell Anemia Foundation, the Lupus Foundation, the American Cancer Society, each a recognized and valid charity under Section 501(c) (3) of Title 26 of the Internal Revenue Code, monthly sums equal to the initiation fee and regular dues of the Union, as provided for herein. Such sums will be checked off by the Center from the Employee's pay at the same time in the same amount as initiation fees and dues are and will be remitted by the Center to the charity designated by the Employee from the above list. Such designation will be in the form of a written authorization as Exhibit B annexed hereto and made a part hereof.
- 3.6 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 will include, but not limited to, the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney;
 - 1) The Employee will not have the right, authority, or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be appropriate by the Union. Only the Union will have the authority to determine whether a grievance on behalf of such Employee will be taken to arbitration.
 - B. If fees are due and owing to the Union under this provision, such fees if not paid when billed, will be deducted from the Employees pay in accordance with Exhibit B, attached hereto, and remitted to the Union on a monthly basis and will be completely paid in a period of twelve (12) months from the month of billing; and
 - C. Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union will not be subject to the grievance and arbitration procedure of this Agreement.

- 3.7 The Center will be relieved from making such a check off deductions upon (a) termination of employment or (b) transfer to a job other than one 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. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Center will immediately resume the obligation of making said deductions, except that deductions for terminated Employees will be governed by Section 1, 4 and 5 hereof. These provisions, however will not relieve any Employee of the obligations to make the required dues and initiation fee payments pursuant to the Union constitution in order to remain in good standing, except as provided in Section 4 and 5.
- 3.8 The Center will not be obliged to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, will have failed to receive sufficient wages to equal the dues deductions or charitable deductions.
- 3.9 Each month, the Center will remit to the Union, all deductions for dues and initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of 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 from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their social security numbers. In addition, each month, the Center will forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof together with the amount deducted from each Employee.
- 3.10 The Center agrees to furnish the Union each month the names of newly hired Employees, including those transferred into bargaining unit positions, including those from non-bargaining unit positions, their addresses, social security numbers, classifications of work, department, and dates of hire; and as well, the names of terminated Employees, including those transferred out of the bargaining unit, together with their dates of termination, and the names of Employees on leave of absence and those returning from leaves of absence. The Center will also furnish names, prior departments, and classifications of Employees promoted and/or transferred and all pertinent information relating to the change in status of the Employee. The Center will furnish such additional information as required by the Union to administer this Agreement.
- 3.11 Upon Receipt of a written authorization from an Employee in the form annexed hereto as Exhibit C, the Center will, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199 Credit Union to the credit or account of said Employee. It is understood that such check off and remittance will be made by the Center wherever feasible.
- 3.12 The Employer agrees to make a payroll deduction from Employee's pay for the District 1199C Political Action Fund upon written authorization of any Employee covered under this Agreement and remit same to the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto. This deduction shall be made each month for each active bargaining unit Employee.

The Employer shall remit to the Union all deductions made from the wages of Employees for the preceding month together with a list of all Employees from whom deductions have been made.

- 3.13 It is specifically agreed that the Center assumes no obligation, financial or otherwise, arising out of this implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the 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 will be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

ARTICLE 4: NO DISCRIMINATION

- 4.1 No Employee covered by this agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Center nor the Union shall discriminate against any Employee covered by this agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation or handicap.

ARTICLE 5: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- 5.1 The authorized representative(s) of the Union will have reasonable access to the Centers 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 shall 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.
- 5.2 The Center will provide one (1) bulletin board which will be used for the purpose of posting proper Union notices. The bulletin board will be placed conspicuously and at a place readily accessible to the workers in the course of employment. Official Union notices containing no inflammatory comments may be posted.
- 5.3 A delegate will be provided necessary time off from his/her assigned schedule of work, without loss of pay, while involved in the manner provided in the grievance procedure. The delegate shall advise his/her supervisor of the grievance and request time to make an appointment with the appropriate supervisor at a mutually agreeable time. The delegate will report back to his/her immediate supervisor when his part in the grievance has been completed.
- 5.4 An Employee who loses time from his/her assigned schedule of work while attending Center health and safety meetings will do so without loss of time or pay.

- 5.5 In the event it becomes necessary to investigate, discuss or settle grievances during working hours, the Delegates will first obtain permission from the head of his/her Department, which permission will not be unreasonably withheld, before leaving his/her place of work; the primary concern being whether there is adequate coverage of the client.
- 5.6 Union Delegates (a maximum of five (5) shall be recognized for the purposes of this section) will be granted time off up to three (3) days per year, without pay, to attend Union seminars and other Union functions that require Delegate attendance.

ARTICLE 6: PROBATIONARY EMPLOYEES

- 6.1 Newly hired Employees will be considered probationary for a period of ninety (90) days from the date of hire, excluding time lost for sickness and other leaves of absence. During or at the end of the probationary period, the Center may discharge any such Employee at will and such discharge will not be subject to the grievance and arbitration provisions of this Agreement. The Center will endeavor to discuss the probationary Employee's performance with him/her prior to such discharge. If such discussion was not held, the Center will consider extending the probationary period. The Center may, with discussion with the Union, extend the probationary period an added thirty (30) days.

ARTICLE 7: SENIORITY

7.1 Definition

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

7.2 Accrual

- a) An Employee's seniority will commence after the completion of his/her probationary period and will be retroactive to the date of his/her last hire;
- b) Bargaining unit seniority and classification seniority will accrue during a continuous authorized leave of absence without pay up to six (6) months, or for the period of maternity leave, during an authorized leave of absence with pay, during a period of a continuous layoff not to exceed the lesser of six (6) months or the length of an Employee's continuous employment, if the Employee is recalled into employment; and during a sick leave of up to six (6) months;
- c) Classification seniority will accrue during periods specified in Section (b) above and during the time an Employee works in a specific job classification; and
- d) Temporary Employees, as defined in Article 1, Section 1 (b), will have no seniority during the time they occupy the status of temporary Employee, but should any temporary Employee become a regular Employee, then seniority will be retroactive to the date of hire.

7.3 Loss of Seniority

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

- a) Terminates voluntarily;
- b) Is discharged for just cause; and
- c) Is laid off for a period of nine (9) consecutive months;
- d) If the Employee accepts employment from another Center during an approved leave of absence or worker compensation leave, without receiving prior consent from the Center to do so, which consent shall not be unreasonably withheld; and
- e) Absence from work at the scheduled starting time for two (2) consecutive scheduled workdays without notification to the Center (including return from a leave of absence).
- f) Failure to return to work within three (3) days of notice of recall (such notice shall be sent via certified mail to the Employee's last known address);
- g) If disabled and unable to work for more than six (6) months from any illness which is not a workmen's compensation illness or disability
- h) Falsifying the reason for a leave of absence whether such leave is paid or unpaid.

7.4 Application

- a) Bargaining unit seniority will apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement; and
- b) Classification seniority will apply for scheduling of vacations as herein provided.

7.5 Layoff

- a) In the event of a layoff within a job classification, probationary Employees within that job classification will be laid off first without regard to their individual periods of employment. Non-probationary Employees will be the next to be laid off on the basis of their classification seniority;
- b) In the event an Employee is scheduled to be paid off in one department and there exists a vacant position or a position filled by a probationary Employee in another department which the Employee has the ability to perform, then bargaining unit seniority will prevail in assigning such Employees scheduled to be laid off to such vacant positions or positions filled by probationary Employees. This provision is not intended to circumvent Section 8 of this Article; and
- c) Layoffs not limited to one department or job classification, bargaining unit seniority shall apply unless a specific skill is required for a position or job classification

7.6 Lack of Work

In the event the Center finds it necessary to reduce the hours of work of individual members of the bargaining unit as a result of low occupancy or other a lack of work reason, a laid off Employee will be entitled to receive, at the Center's discretion, either two weeks' notice of the lay-off, or two weeks' pay in lieu of the notice.

7.7 Recall

- a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification will be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability to do the work and if not, the next senior Employee will be recalled, and so on;
- b) Probationary employees who have been laid off will have recall privileges as long as they do not conflict with the recall rights of regular full-time and part-time employees who have been laid off.
- c) It is agreed in principle that for purpose of applying seniority to recall vacant positions, and layoffs, Employees in job classifications of similar types and requiring similar skills will be grouped together.

7.8 Promotion

- a) Where a promotional vacancy in a bargaining unit job occurs, Employees who have bid for the position will be considered and the Center will promote the Employee with the greatest classification seniority, unless as between or among the Employees who bid for the vacancy, there is an appreciable difference in their ability to do the job. Disputes under this provision will be subject to the grievance and arbitration provisions of the Contract; and
- b) An Employee who is promoted will serve as thirty (30) day probationary period on the new job. If he/she is removed from the new job during the thirty (30) day probationary period, he/she will be returned to his/her former job without loss of seniority or other benefits, excepting that if he/she is discharged his/her rights will be subject to grievance and arbitration articles of this Agreement.

7.9 Super Seniority of Delegates

All delegates of the Union will 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 will return to their regular seniority standing. Such super seniority rights apply only in cases of layoff and recall.

- 7.10 The Center shall furnish to the Union and post a up to date seniority list yearly, showing the date of the last employment in the Center. An Employee's standing on such list shall be final unless protested to the Administrator not later than fifteen (15) calendar days after an Employee's name first appears on the list as furnished to the Union hereunder.

ARTICLE 8: WAGES

8.1 Job Rates – effective November 1st 2018 and every July 1st, from 2019 – 2022 as outlined below.

Certified Nurse Assistant (CNA)					
Year					
YOE	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

8.2

Other Employees					
Year					
YOE	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

Maintenance Helper Effective 11/1/2018 \$14.00

Cooks Effective 11/1/2018 \$13.25

A Senior Nurse Leader will receive \$.50 per hour increase upon assuming this position.

A Senior Nurse Coordinator will receive a \$.50 per hour increase upon assuming this position.

A GNAS graduate will receive a \$1.00 per hour increase upon successful completion of the GNAS program.

Employees who are working on the weekend premium program will receive \$1.50 per hour increase for working weekends; however, any current Employee receiving a higher rate will continue to receive that rate.

8.3 Across the Board Increases (ATB).

Employees with five or less years of service will receive the greater of the ATB increase or the step rate in the charts below.

11/1/2018	\$0.20
7/1/2019	\$0.20
7/1/2020	\$0.25
7/1/2021	\$0.25
7/1/2022	\$0.30

Employees with six or more years of service will receive the greater of the ATB increase or the step rate in the charts below.

11/1/2018	\$0.25
7/1/2019	\$0.15
1/1/2020	\$0.10
7/1/2020	\$0.15
1/1/2021	\$0.10
7/1/2021	\$0.15
1/1/2022	\$0.10
7/1/2022	\$0.15
1/1/2023	\$0.15

- 8.4 Non-probationary Employees will receive a rate below the minimum Job Rate for his/her labor grade or classification.
- 8.5 Employees, when required to work at a higher rated bargaining unit job and perform at least one hour of work in said job, will be paid their rate or the minimum rate for the higher job, whichever is higher.
- 8.6 If the Center should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall within any classifications covered by this Agreement and yet involves duties which render the Employee subject to this Agreement, the wage rate of such Employee will be determined by negotiations between the Union and the Center. If the parties are unable to agree on a wage rate, the matter will be submitted to arbitration.
- 8.7 If an Employee is hired or has accepted to work on the weekends, as it relates to the Weekend Program, and remains on the Weekend Program, he/she shall receive the weekend rate. For the purpose of paid benefit time, the weekend rate shall apply. In the event that the Employee works extra shifts during the week, the base rate shall apply.
- 8.8 In the event the Center needs to adjust the minimum rate to be competitive in the market place, the Center will notify the Union and if requested by the Union, will meet to discuss adjustments to the minimum rates.

ARTICLE 9: HOURS

- 9.1 The regular work week for a full time employees, shall be thirty-seven and one-half (37½) hours per week. For the purpose of determining an Employee's eligibility for benefits, a full time Employee is an Employee who is employed and regularly scheduled for 30 hours per week or more. A part-time Employee is an Employee who is employed and regularly scheduled to work fifteen (15) hours or more per week, but less than 30 hours per week. A full-time Employee is defined as an Employee working thirty (30) hours or more per work week.
- 9.2 A "regular workday" will normally consist of seven and one-half (37 ½) consecutive hours, exclusive of an unpaid meal period.
- 9.3 The scheduling of weekends off will be made by the Center. Each Employee will be scheduled a minimum of every other weekend off, except those Employees receiving a greater benefit who will continue to receive same. In the case of an emergency, the least senior person on a rotating basis shall be required to work on the weekend.
- 9.4 Employees scheduled for a seven and one-half (7½) hour shift shall be entitled to two (2) rest periods of fifteen (15) minutes each during their regular workday, as scheduled by the Center for each employee. Employees scheduled to work more than four (4) hours, but less than seven and one-half (7 ½) hours shall receive one (1) such fifteen (15) minutes rest period. These rest periods shall be considered as time worked. Employees are to be back at their work station at the end of the fifteen (15) minute break. 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.
- 9.5 In the event employees report for work on their regular shift without having been notified not to report for work, they shall be provided with a minimum of four (4) hours work in any occupation designated by management that the employee is physically able to perform, without reduction in their straight hourly rate; or they will be given four (4) hours pay at their straight hourly rate if no work is available, except in cases of Act of God in which case, the employees shall not receive reporting pay.
- 9.6 All schedules shall be posted at least two (2) weeks in advance of their effective date. In the event the Center finds it necessary to change its posted work schedule, the employees affected shall be notified of such change. Employees may be permitted to switch days off with a fellow employee, provided no overtime occurs as a result of the switch and a written notice is given to the supervisor and approved.
- 9.7 No Employees will work more than seven (7) consecutive days, unless the Employee agrees.
- 9.8 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).

ARTICLE 10: OVERTIME

- 10.1 The Center will assign, on rotation based seniority, on-call duty and required pre-scheduled overtime among qualified Employees. Employees will be required to work overtime when necessary for the proper administration of the Center.
- 10.2 Overtime shall be paid at the rate of one and one-half (1 ½) 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.
- 10.3 There will be no pyramiding of overtime.

ARTICLE 11: HOLIDAYS

- 11.1 Employees, after their first ninety (90) days of employment, will be entitled to a total of eight (8) paid holidays as follows. Full-time Employees hired after November 1st, 2018, will be eligible on an annual basis to select seven (7) Holidays and one (1) Personal Day of their choosing from the Holidays outlined in the CBA.

New Year's Day	Dr. Martin Luther King's Day (January 15 th)
Easter	Memorial Day
Independence Day (July 4 th)	Norman Rayford Day (August 28 th)
Labor Day	Thanksgiving Day
Christmas Day	One Personal Holiday

- 11.2 Full-Time Employees will be entitled to two (2) personal days with pay. Personal days may not be taken until after the first ninety (90) days of employment, they will accrue effective with the first day of employment. Personal days will be scheduled in advance at the Employee's option and with the approval of the Center. Once scheduled, personal days will not be cancelled except in an emergency. If an employee has perfect attendance, he/she shall be given an additional day if said attendance is perfect for a six month period.
- 11.3 a) Recognizing that the Center operates every day of the year and that it is not possible for all Employees to be off on the same day, the Center will have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Center agrees to distribute holidays off on an equitable basis;
- b) Full-time, non-probationary employees will be granted seven and one-half (7 ½) hours pay at their regular rate for the holidays enumerated in this Article. In the event a full-time employee is scheduled to work on any of the holidays listed in this Article, she shall either
- 1) be paid his regular rate for all hours on the holiday plus seven and one-half (7 ½) hours' pay as holiday pay; or
 - be allowed to take a substitute work day as a holiday, within thirty days after the scheduled holiday
- c) If a legal holiday falls on an Employee's regularly scheduled day off, the Employee will receive an additional day's regular pay or a day off with regular pay within thirty (30) days of the

holiday;

- d) If a legal holiday falls during an Employee's vacation, at the option of the Center, the vacation will be extended by one (1) day, or the Employee will receive an extra day's regular pay or a day off with regular pay. In making the determination, the Center will take into consideration the Employee's expressed preference. In order to be eligible for holiday pay, an Employee must have worked his/her last scheduled day before and after the holiday, (or day scheduled in lieu of the holiday) unless the employee is excused on such days by the Center, or in the case of illness or accident preventing the Employee from working as evidenced by written certification of a physician or other proof if requested by the Center. In no case shall an employee, who has not worked at least one (1) day within thirty (30) calendar day period before the holiday occurs, receive holiday. An employee who fails to report to work on the holiday when scheduled to report shall not receive pay for the unworked holiday, unless the employee is excused on such days by the Center, or in the case of illness or accident preventing the employee from working as evidenced by written certification of a physician or other proof if requested by the Center.
- e) The day on which a holiday is legally celebrated (starting from 11 pm on the night before the holiday and ending at 11 pm on the night of the holiday) will be the day on which holiday premium pay is paid to those Employees who work on that day.

- 11.4 A Regular part-time Employee who works fifteen (15) hours per week or more and who has completed his/her probationary period who work on a holiday will be paid for hours worked, plus matching holiday hours not to exceed seven and one-half (7½) hours. A part-time employee is not entitled to holiday pay if he/she does not work the holiday.
- 11.5 Personal days may be used for any emergency and may be verified by management.

ARTICLE 12: VACATIONS

- 12.1 Employees will be entitled to accrued vacations each year with pay as follows:
 - a) Two (2) weeks after one (1) year of service based upon the Employee's regularly scheduled work week;
 - b) Three (3) weeks after five (5) years of service based upon the Employee's regularly scheduled work week;
 - c) Four weeks after (10) years of service based upon Employee's regularly scheduled work week.
- 12.2 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.
- 12.3 All vacation hours may be used in one consecutive block of time with prior approval from Employee's Department Head.
- 12.4 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.

- 12.5 If an illness or accident preventing work occurs prior to and extends into an Employee's scheduled vacation, the vacation shall be postponed and another period assigned. If an illness or accident preventing work begins after an Employee commences his vacation, the original vacation as scheduled shall remain in effect.
- 12.6 Vacation earned during each vacation year as provided in this Article shall be taken during the vacation year immediately thereafter. Vacation entitlement shall not be permitted to accumulate and carry over into any subsequent vacation year, provided the employee is given an opportunity to take his vacation during the year of entitlement. Employees will not be compensated for vacation time not taken, unless the Center is unable to schedule the Employee's vacation.
- 12.7 The rate of pay for vacation period shall not exceed the Employee's regular rate at the beginning of his vacation period. For Employees on a weekend premium program, the premium rate shall apply.
- 12.8 An employee may request to receive his vacation pay before commencing his vacation, provided such vacation is scheduled at least two (2) weeks in advance.
- 12.9 At the time of termination for any reason other than a quit without giving the Center two (2) weeks prior notice thereof, an Employee who has one (1) year of Center seniority shall be entitled to compensation for available but unused vacation pay. Vacation is deemed earned and available only when the employee reaches their anniversary date. Employees are required to actually work their regularly scheduled hours during their two (2) week notice period, unless it is a bona fide emergency.
- 12.10 Vacation may start any day of the week.
- 12.11 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 13: SICK LEAVE

- 13.1 "Sick Leave" is defined as an absence of an employee from work by reason of illness or accident which is non-work connected and compensable under the Workmen's Compensation Laws of Pennsylvania. To be eligible for benefits under this Article, an Employee who is absent must notify his supervisor at least two (2) hours or more if possible, before the start of his regularly scheduled shift, unless proper excuse is presented for the Employee's inability to call. Upon completion of a regular full-time Employee's probationary period, he/she will be entitled to be paid sick leave earned at the rate of seven (7) days of sick pay effective with the first year of this Agreement, eight (8) days effective with the second year of this Agreement and nine (9) days effective the third year of this Agreement. Sick time shall become available upon completion of a regular full-time Employee's probationary period at the end of the month during which it is

earned. Sick time shall be earned pro rationally per month. Regular part-time Employees shall not be entitled to pay sick leave. Sick leave does not accrue during any period of unpaid leave of absence.

- 13.2 Employees may elect to receive each year up to six (6) days per year of bonus pay for unused sick time, payable at a rate equal to two times their regularly hourly rate (an Employee would receive one day of pay for each two days sold back to the Center), on the pay period following their anniversary date, or have the option to accumulate up to a maximum of thirty-six (36) days of unused sick time; at no time will bonus pay for unused sick time exceed six (6) days per year.
- 13.3 Employees will not be required to furnish doctor's certification or illness or injury until absent for three (3) or more consecutive days, except that the doctor's certification will be required for absences on weekends, holidays, and a proven pattern. Employees who have been on sick leave also may be required to be examined by the Center's physician, at no cost to the Employee, before being permitted to return to duty.
- 13.4 Employees will not accrue vacation benefits while out on unpaid sick leave.
- 13.5 On the Job Injury
If an Employee is injured during the course of any work day and reports the injury to the Center; and if, on the orders of a physician, an Employee is kept in the hospital or sent home, said Employee will be paid for the balance of the work day at his/her regular rate of pay.
The Center will furnish the Union the name of its Worker's Compensation Insurance carrier and policy number upon execution of this Agreement.
- 13.6 Unused accrued sick leave will not be paid for and is not a terminal benefit.

ARTICLE 14: PAID LEAVE

- 14.1 Funeral Leave
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 shall include father, mother, step-mother, step-father, mother-in-law, father-in-law, wife, husband, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, grandchild, legal guardian.
- 14.2 Jury Duty
All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty. If the Center feels that the Employee's work is essential, an excuse from jury duty will be requested. The Center will aid such Employee in securing release from jury duty.

ARTICLE 15: UNPAID LEAVE

Employees who have completed nine (9) months of service shall be bound by the Center's unpaid leave of absence policy, except as modified by the following terms:

- 15.1 Maternity Leave
Whenever an Employee becomes pregnant, she will furnish the Center with a certificate from her physician stating the expected date of delivery. Unless medically unable to do so, Employee will be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or the Center's Employee Health Physician certifies that she is unable to continue working. Leave for maternity should not exceed nine (9) months after delivery or termination of the pregnancy. An Employee who wishes to return to work must so notify the Center in writing at the time her maternity leave commences.
- 15.2 Military Leave
Employees will be granted military leaves of absence in accordance with applicable law. In addition, Employees will be granted leave of absence without pay to attend the National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.
- 15.3 Medical Leave
Unless otherwise required by law, an unpaid medical leave of absence may be granted for a period of up to nine (9) months, upon completion of one (1) year of employment. The Center has the right to verify the reason for the Employee's absence. 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.
- 15.4 Other Leaves
Employees may request an unpaid leave of absence of up to one (1) month by submitting a written request for same and the reasons therefore to the Administrator. The unpaid leave of absence must be approved by the Administrator. The unpaid leave of absence may be extended for subsequent one month periods, at the discretion of the Center, for a total period of not more than three (3) months and the extension must be in writing.
- 15.5 FMLA Leave
The Center agrees to abide by the terms of the Family and Medical Leave Act.
- 15.6 Benefit Time
The Employee's paid benefit time (earned sick days, vacation or personal days) must be used concurrently during a medical leave of absence, and The Employee's vacation or personal days must be used concurrently during other leaves of absence.
- 15.7 Union Business
A leave of absence for a period not to exceed three (3) years will be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, Provided such leaves will not interfere with the operation of the Center.
- 15.8 No Accrual
Benefits such as paid time off, vacation, holidays or sick leave do not accrue during any unpaid leave of absence.

ARTICLE 16: PAST PRACTICES

- 16.1 The Center agrees to maintain the following past practices:
- a) Free coffee; and
 - b) Transportation will be provided for all Employees working on the weekends and holidays to include, but not limited to 11-7 shift; and
 - c) The Center will continue to provide training programs in the same manner as it provides for non-union Employees; and
 - d) Continue free parking

ARTICLE 17: BARGAINING UNIT WORK

- 17.1 The Center agrees that supervisors who are excluded from the bargaining unit should not perform bargaining unit work except in the event of a bona-fide emergency.

ARTICLE 18: MISCELLANEOUS

- 18.1 If a holiday falls on pay day, the Employees will be paid on the day before the holiday.
- 18.2 Employees will work on the shift, shifts, or shift arrangements for which they were hired. The Center may change an Employee's shift only for good and sufficient reason, and any such change will apply to the Employee with the least classification seniority qualified to do the work.
- 18.3 All minor infractions on an Employee's personnel record will be cleared after twelve (12) months provided that the twelve (12) month period will be free of infractions.
- 18.4 There will be a grace period for lateness of seven (7) minutes relating to Employee's pay.
- 18.5 The Center will pay for or provide such physical examinations of Employees as it may require.
- 18.6 The Center will not require make up weekends due to vacation.
- 18.7 *New or Changed Job Classification*
- a) In the event a new classification is established or an existing classification is substantially changed, the Center will assign it to an existing pay rate in the wage schedule and advise the Union of a proposed rate for the new job;
 - b) The Center will provide the Union with a written job description of the new or changed classification which will describe the job contents sufficiently to identify the new duties;
 - 1) Upon receipt of the job description, the Union will be given an opportunity to meet with the Center's representatives, if the Union wishes to meet, to discuss the new or changed classification and the assignment of a pay rate. If the parties are unable to agree to a rate for the job, the matter may be submitted through the grievance procedure.
- 18.8 Employees are eligible to participate in tuition assistance program on the same basis of non-represented Employees at other Genesis centers.
- 18.9 In the event the Center changes the beginning date of the 2 week pay period, the Center will notify the Union within 3 weeks, written advance notice of the change.

ARTICLE 19: HEALTH & WELFARE

19.1 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.

19.2 *Dental Coverage*

The Center will provide Employees the same Dental Insurance on the same basis and costs as non-represented Employees.

19.3 *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).

19.4 *Disability*

The Center shall provide disability coverage for all regular full-time Employees in the bargaining unit. The short term disability benefits will be provided to the bargaining unit Employees in the same manner as provided to other Genesis Employees in comparable positions at non-represented facilities. This includes any changes in benefit levels or providers during the life of the Agreement. The Center shall meet with the Union before any changes are put in place.

19.5 *AFLAC*

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

19.6 *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 20: SAVINGS PLAN

20.1 Employees will be eligible to participate in the Genesis 401(K) Plan for bargaining unit employees in accordance with the plan designs.

20.2 *Eligibility*

An employee is eligible to participate after he/she has completed one (1) year of service, so long as the Employee has completed at least 1,000 hours of service in this year.

20.3 *Company Match*

The Company will match \$0.50 for each dollar contributed by the employee. The Maximum Company match is 3% (i.e. if the employee contributes 6 or more percent of his/her salary the Company will match \$0.50 per dollar which would be 3%).

20.4 Vesting

An Employee vests 20% after the third year of service and 20% for each year thereafter. The Employee becomes fully vested after 7 years of service.

ARTICLE 21: HIRING

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

- 21.1 The Center may utilize the Union's Employment Service for the recruitment and referral of qualified personnel for Center bargaining unit job vacancies and training positions, including temporary and part-time positions.
- 21.2 The Employment service will be administered by the Union and the costs of operating the Service will be borne by the Union.
- 21.3 Notwithstanding the foregoing, the Center retains the right to hire applicants from other sources.

ARTICLE 22: MANAGEMENT RIGHTS

- 22.1 All management functions and responsibilities which the Center has not expressly modified or restricted by a specific provision of this Agreement are retained by and vested in the Center. More specifically, the Center reserves the right to establish and administer policies and procedures related to resident care, research, training, operations, safety, services and maintenance of the Center to reprimand, suspend, discharge, or otherwise discipline Employee for just cause; to hire, promote, transfer, layoff and recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain the efficiency of the Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to determine job content and job descriptions; to control and regulate the use of facilities, supplies, equipment and other property of the Center; to determine the number, location and operation of division, departments and all other units of the Center, the assignment of work, the qualification required and the size and composition of the work force; to subcontract or use independent contractors to perform work otherwise performed by Employees in the bargaining unit regardless of the availability of bargaining unit Employees to perform that work; and to determine the hours of work, the starting and quitting; to make or change Center rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the Center, attain and maintain full operating efficiency and optimum resident care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 23: DISCHARGE & PENALTIES

- 23.1 The Center will have the right to discharge, suspend or discipline any Employee for just cause.
- 23.2 The Center will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it should give written notice thereof to the Center within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or

suspension. In such event, the dispute will be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at STEP 3 of the grievance procedures.

- 23.3 When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Delegate will be notified by the Center, and if the Employee requests, the Delegate will, without loss of pay, be afforded the opportunity to consult with the Employee for a reasonable period of time at a place provided by the Center, before the Employee leaves the premises, if possible.
- 23.4 All time limits herein specified will be deemed exclusive of Saturdays, Sundays and holidays.

ARTICLE 24: NO STRIKE OR LOCK-OUTS

- 24.1 No Employee should engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Center or any related Center.
- 24.2 The Union, its officers, agents, representatives, and members, will not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Center, or ratify, condone or lend support to any such conduct or action.
- 24.3 In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott other interference with the operations of the Center occur, the Union, within twenty-four (24) hours of a request by the Center will:
- a) Publicly disavow such action by the Employees;
 - b) Advise the Center in writing that such action by Employees has not been called or sanctioned by the Union;
 - c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately; and
 - d) Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing Employees to return to work immediately.
- 24.4 The Center agrees that it will not lock-out Employees during the term of this Agreement.

ARTICLE 25: GRIEVANCE PROCEDURES

- 25.1 A grievance will be defined as dispute or complaint arising between the parties hereto under or out of this Agreement, or the interpretation, application, performance, termination or any alleged breach thereof, and should be processed and disposed of in the following manner:
- Step 1 An Employee having a grievance and/or the Union Delegate or other representatives will take it up with the Department Head within five (5) working days after it arose or should have been known to the Employee. The Center will give its answer to the Employee and/or the Union Delegate or other representatives within five (5) working days after the presentation of the grievance in Step 1.

Step 2 If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they will be reduced to writing, signed by the grievant and his/her Union representative and presented to the Administrator of the Center or his/her designee. A grievance so presented in Step 2, will be answered by the Center in writing within five (5) working days after its presentation.

Step 3 If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance will be presented in this Step to the Corporate Director of Labor, or his/her designee; and that person will 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 Hospital to answer a grievance at any Step will not be deemed acquiescence thereto, and the Union may proceed to the next Step.

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

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

25.2 An extension to the time limits at any step in the grievance procedure may be mutually agreed to in writing by the parties. All time limits herein specified will be deemed to be exclusive of Saturdays, Sundays, and holidays.

25.3 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.

25.4 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.

25.5 No employee shall leave his/her work station during scheduled work periods to discuss or process grievances without permission from his/her supervisor. Permission shall not be denied without reasonable cause. All such discussion and processing of grievances shall be carried on in such a manner as to minimize interference with the Center's business.

ARTICLE 26: ARBITRATION

26.1 A grievance, as defined in Article 25, which has not been resolved thereunder may, within thirty (30) working days after the completion of Step 3 of the grievance procedure, be referred for arbitration by the Center or by the Union to an Arbitrator selected in accordance with the

procedures of the American Arbitration Association (hereinafter called "AAA"). The arbitration will be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA.

26.2 Expedited Arbitration Procedure for Discharge Cases

The parties agree that discharge cases and cases which would be nullified due to timeliness may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following procedure:

a) Within seven (7) calendar days after receipt of the Center's Step 3 grievance procedure answer, the Union may request expedited arbitration in a discharge case only by utilizing the following procedure:

1. The Union will initially notify the Corporate Director of Labor by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties will agree on a hearing date that falls within thirty (30) calendar days of such notification by the Union.
2. The Union will then confirm in writing to the Corporate Director of Labor or his/her designee that it is proceeding to submit the discharge case grievance to the AAA and will set forth the agreed-upon hearing date.
3. The Union will notify the AAA which will submit to the parties a list of Arbitrators who are available to hear the case on the agreed-upon hearing date.

b) The Arbitrator will issue a written opinion within thirty (30) days of the close of the hearing; and

c) All other rules and procedures of the regular arbitration procedure will be applicable to the expedited procedure.

26.3 The fees and expenses of the AAA and the Arbitrator will be borne equally by the parties.

26.4 The award of an Arbitrator hereunder will be final, conclusive, and binding upon the Center, the Union, and the Employees.

26.5 The Arbitrator will have jurisdiction only over disputes arising out of grievances, as defined in Article 25, and he/she will have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

26.6 Time Limits

Time limits herein are to be strictly construed and may be extended only if agreed to in writing by the Union and the Center.

ARTICLE 27: HEALTH AND SAFETY

27.1 There will be established a Health and Safety Committee made up of equal representation of Union and Center representatives.

27.2 The Center shall have the right to make provisions for the safety and health of its Employees

during the hours of work. All Employees shall be required to observe and follow all written and posted safety rules. All Employees will be expected to report immediately any unsafe practices of which they are aware of, to management.

27.3 The Center will inform Employees coming into contact with known hazardous condition or toxic substances in the course of performing assigned duties as to the nature of the hazards and what measures, including personal protective equipment, are to be followed to avoid exposure. A hazardous or toxic should be determined by the Chief Safety Officer and/or the Safety Committee in accordance with applicable law.

27.4 Recommendations from the Health and Safety Committee shall be taken into consideration in the formulation and administration of Center's health and safety policies and procedures.

ARTICLE 28: LABOR MANAGEMENT MEETINGS

28.1 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.

ARTICLE 29: WEEKEND PREMIUM PAY PROGRAM

29.1 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 30: 20 YEAR CLUB

30.1 Employees will participate in the twenty (20) year longevity bonus on the same basis as non-represented employees at other Genesis Center.

ARTICLE 31: WEEKEND DIFFERENTIAL

31.1 Effective the first full pay period after January 1st, 2019, the Center agrees to pay twenty-five (25¢) cents per hour premium to Employees working any of the shifts commencing at 7:00 a.m. Saturday and concluding 7:00 a.m. Monday.

ARTICLE 32: TRAINING AND UPGRADING FUND

32.1 Effective 7/1/2021, 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 in the bargaining unit covered by this agreement, but excluding Employees who have not completed their probationary period. Such monthly payments shall be due in the Fund office on or before the fifteenth (15th) day of each month and shall be based on the previous month's gross payroll.

ARTICLE 33: SEPARABILITY

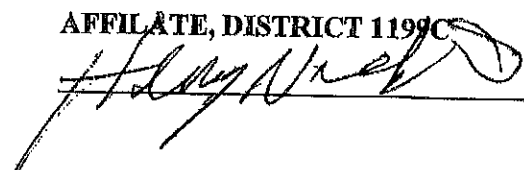
33.1 It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contradiction of the laws or regulations of the United States or the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulations, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 34: DURATION OF AGREEMENT

34.1 This agreement will be in full force and effect for the period commencing July 1st, 2018 and ending June 30th, 2023. The Center and the Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the Center have executed this Agreement this 1st day of November 2018.

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



**30 WEST OPERATIONS LLC D/B/A
WAYNE CENTER**

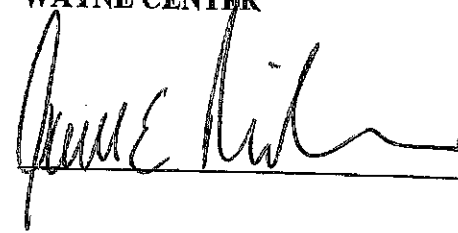


EXHIBIT A: DUES CHECK-OFF

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

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

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

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

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

Print Name _____ Soc. Sec. No. _____

**EXHIBIT B: CONSCIENTIOUS OBJECTOR CHECK-OFF
AUTHORIZATION**

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 (10th) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the Employer at the following address:

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at the address of 1319 Locust Street, Philadelphia, 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 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 C: POLITICAL ACTION CHECK-OFF

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. _____ Soc. Sec. 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 with the Employer. I authorize the District 1199C Political Action Fund to use this money to make political contributions and for expenditures in accordance with federal, state and local election laws and regulations. I reserve the right to cancel this instrument at any time, in writing.

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____