

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

350 Haws Lane Operations LLC

d/b/a

HARSTON HALL

AND

NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES, AFSCME,

AFL-CIO AND ITS AFFILIATE

DISTRICT 1199C

May 1, 2016 TO APRIL 30, 2021

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AGREEMENT

This AGREEMENT made and entered this 1st day of May, 2016 , by and between 350 Haws Lane Operations d/b/a/ Harston Hall located at 350 Haws Lane, Pennsylvania 19031 (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 furnishing 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 the parties hereto that this Agreement promotes and improves the mutual interests of the customers of the Center as well as of its Employees and to avoid interruptions and interference 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

Section 1

(a) The Center recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time (working fifteen (15) hours or more per week) housekeepers, maintenance workers, certified and non-certified nursing assistants, laundry workers, dietary aides, property specialist and cooks as certified in case 4-RC-19012.

(b) Excluded from the aforesaid bargaining unit are all other employees, RN's, LPN's, office and clerical employees, guards and supervisory employees as defined in the Act.

(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; however, such Employee will become a member of the Union after the expiration of the initial three (3) month period.

Section 2

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

Section 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 on the actual number of non-overtime hours worked unless otherwise specified in this Agreement the part-time Employee's normally scheduled work day or work week.

Section 4

Work regularly and customarily performed by an Employee shall not be performed by a student Employee, supervisor or volunteer. 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 employee unless it cannot be filled by an employee on a full-time basis.

ARTICLE 2: UNION MEMBERSHIP AND DUES

Section 1

Membership in the Union, in so far as this Agreement is concerned, shall mean that an employee tenders the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining Union membership in good standing. The Union shall furnish to the Center proof of Union membership in proper form containing the signature of each employee member.

Section 2 Union Security and Election and Maintenance of Membership

A. For Employees Hired Prior to June 01, 1999

It shall not be a condition of employment that employees join the Union or pay Union dues or an agency fee. However, the Center recognizes the right of those employees who so

desire to join the Union, and it is agreed that any employee who is a member of the Union in good standing at the end of thirty (30) days after June 01, 1999 of this Agreement, and all employees who thereafter voluntarily become members, shall either remain members of the Union in good standing, or pay an agency fee to the Union equal to the dues payment uniformly required by the Union as a condition of Union membership, as a condition of employment; provided, however, that the requirement of membership or agency fee payment contained herein shall not apply to any employee who withdraws from membership in the Union (or the agency fee payment option) by written notice given to the Center and Union on or before thirty (30) days following June 01, 1999.

B. For Employees Hired on or After June 01, 1999

All employees covered by this Agreement hired on or after June 01, 1999 shall, upon completion of their probationary period, become and remain members of the Union for the duration of this Agreement as a condition of employment.

Section 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 due and initiation fee uniformly required as a condition of membership.

Section 4

Subject to the Grievance Procedure provision of this Agreement, an Employee who has failed to maintain membership in good standing or pay their agency fee 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.

Section 5

It is specifically agreed that the Center assumes no obligation, financial or otherwise, arising out of this implementation of this Article, and the Union agrees that it will indemnify and hold the Center harmless from any claims, actions, proceedings, by an Employee arising from the implementation of this Article.

ARTICLE 3: CHECK OFF

Section 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, starting not earlier than the first pay period beginning after the completion of the Employee's probationary period, 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.

Section 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.

Section 3

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

Section 4

The Center will be relieved from making such "check off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the 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 Employees 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 Sections 4 and 5.

Section 5

The Center will not be obliged to make dues 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.

Section 6

Each month, the Center will remit to the Union, all deductions for dues and initiation fees made from the wages of 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 have been deducted and their social security numbers.

Section 7

The Center agrees to furnish the Union each month with the names of newly hired Employees, including those transferring into bargaining unit positions, 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.

Section 8

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 whenever feasible. The employees will also have the choice of remaining with the current Credit Union.

Section 9

The Center agrees to make a payroll deduction **once a month** from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement, and remit same to the District 1199C Political Action fund. Said authorization will be in the form annexed hereto as Exhibit B. This deduction will be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Center will remit the lump sum of all deductions to District 1199C by separate check.

Section 10

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

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

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

The Center will provide enclosed bulletin board which will be used for the purpose of posting proper Union notices. Such bulletin board will be placed conspicuously and at places readily accessible to the workers in the course of employment.

In addition, the union may utilize a designated section of a bulletin board in the Employee lounge for the posting of proper union notices.

Section 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.

Section 4

An Employee who loses time from his/her assigned schedule of work while attending health and safety meetings and/or safety committee inspections will do so without loss of time or pay.

Section 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.

Section 6

Union Delegates will be granted time off up to three (3) days per year, with pay, to attend Union seminars and other Union functions that require Delegate attendance.

ARTICLE 6: PROBATIONARY EMPLOYEES

Section 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 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.

ARTICLE 7: SENIORITY

Section 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 for those Employees working in Bargaining Unit Positions as of April 7, 1997. Employees hired into a Bargaining Unit position after April 7, 1997 shall accrue Bargaining Unit Seniority as of the date that he/she is placed into a position; 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.

Section 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 nine (9) 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 nine (9) 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 nine (9) months;

(c) Classification seniority will accrue during the 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 I, Section 1(c), 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.

Section 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 if employed less than one (1) year, or if employed more than one (1) year, not to exceed eighteen (18) months or a period exceeding the length of the Collective Bargaining Agreement, whichever is greater; and

(d) If the Employee accepts employment from another Employer during an approved leave of absence or worker compensation leave, without receiving prior consent from the Center to do so.

(e) Is absent from work at the scheduled starting time for two (2) consecutive scheduled workdays without notification to the Center, provided it is possible to do so.

(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). The above three (3) day notice of recall may be waived if the Employee provides written justifiable reason that said employee (s) are unable to return to work within the three (3) day period. The Center reserves the right to verify the employee's reason for not returning to work within the three (3) day period.

(g) If Disabled and unable to return to work for more than nine (9) 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.

Section 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.

Section 5 Layoff

(a) In the event of a layoff within a job classification, all Employees working in the classification and not covered by the Collective Bargaining Agreement shall be laid off first, then 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 laid off in one department and there exists a vacant position or a position filled by a probationary Employee or Employees not covered by the Collective Bargaining Agreement 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 position or positions filled by probationary Employees. This provision is not intended to circumvent Section 8 of this Article.

Section 6

In the event the Center finds it necessary to reduce hours of work due to low occupancy or other lack of work reasons, Employees with one (1) or more years of bargaining unit seniority, who are permanently laid off, will receive at least two (2) weeks notice or two (2) weeks severance pay at their regular pay. The decision of the above, will be at the Center discretion.

Section 7 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 "lack of work" reason, classification seniority will be applied. An Employee with greater seniority will have the option of working available shifts within their job category for the duration of such reductions due to lack of work. The Center will give adequate notice in order to assure that classification seniority

can be honored irrespective of individual shifts. No bargaining unit Employees, confronted with a lack of work situation, will be limited to work only within their shift if they have sufficient seniority to work on other available shifts.

Section 8 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 and qualifications 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 have no 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 the 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.

Section 9 Promotion/Job Vacancy

(a) Where a promotional vacancy in a bargaining unit job occurs, the Center will promote the Employee with the greatest seniority, unless as between or among the Employees who bid for the vacancy, there is an appreciable difference in their ability and qualifications to do the job. Disputes under this provision will be subject to the grievance and arbitration provisions of the Contract.

The Center will post bargaining unit positions that the Center intends to fill for a period of seven (7) calendar days. Such posting will contain the job classification, job status - full-time or part-time, and shift. Bargaining unit employees interested in the vacancy may apply in writing to their respective department head. Where a promotional and/or a vacancy in the bargaining unit job occurs, the Center will promote or award the employee with the greatest seniority, unless as between or among the employees who apply for vacancy, there is an appreciable difference in their ability and qualifications to do the job. Disputes under this provision will be subject to the grievance and arbitration provisions of this Agreement.

(b) An Employee who is promoted will serve the thirty (30) day probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she 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 the Article XXVI of this Agreement.

Section 10 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.

Section 11

The Center shall furnish to the Union and post a up to date seniority list yearly, showing the date of 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 or fifteen (15) days after the Employee returns from vacation or a leave of absence if said Employee is not at work during the fifteen (15) day calendar posting period, he/she must protest there seniority standing within fifteen (15) days as furnished to the Union hereunder.

ARTICLE 8: WAGES AND MINIMUMS

Section 1

Across-The Board Wages Increases: All non-probationary employees shall receive the following minimum across-the-board wages increases effective the first (1st) full pay period after the following dates.

5/1/2016	\$0.23	11/1/2016	\$0.10
5/1/2017	\$0.23	11/1/2017	\$0.10
5/1/2018	\$0.23	11/1/2018	\$0.10
5/1/2019	\$0.23	11/1/2019	\$0.10
5/1/2020	\$0.23	11/1/2020	\$0.10

Certified Nurse Aide, Geriatric Nurse Aide Assistant, Restorative Nurse Aide Specialist, and Cook Wages = Tier 1 Employees.

All Other employees = Tier 2 Employees.

- Effective November 1, 2016,
 - all Employees hired on or before May 1, 2016 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 11/1/16 rates, whichever is greater; and

- all Employees hired after May 1, 2016 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 11/1/16 rate or their hourly rate of pay on October 31, 2016, whichever is greater.
- Effective November 1, 2017,
 - all Employees hired on or before May 1, 2017 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 11/1/17 rates, whichever is greater; and
 - all Employees hired after May 1, 2017 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 11/1/17 rate or their hourly rate of pay on October 31, 2017, whichever is greater.
- Effective November 1, 2018,
 - all Employees hired on or before May 1, 2018 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 11/1/18 rates, whichever is greater; and
 - all Employees hired after May 1, 2018 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 11/1/18 rate or their hourly rate of pay on October 31, 2018, whichever is greater.
- Effective November 1, 2019,
 - all Employees hired on or before May 1, 2019 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 11/1/19 rates, whichever is greater; and
 - all Employees hired after May 1, 2019 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 11/1/19 rate or their hourly rate of pay on October 31, 2019, whichever is greater.
- Effective November 1, 2020,
 - all Employees hired on or before May 1, 2020 shall receive an increase of \$0.10 per hour or the base hourly rate in accordance with their total years of Genesis experience in accordance with their Employee classification Tier - Wage Scale Chart 11/1/20 rates, whichever is greater; and
 - all Employees hired after May 1, 2020 shall have a base hourly rate of pay in accordance with their Employee classification Tier - Wage Scale Chart 11/1/20 rate or their hourly rate of pay on October 31, 2020, whichever is greater.

TIER 1 EMPLOYEE WAGE SCALE CHART

YOS	11/1/2016	11/1/2017	11/1/2018	11/1/2019	11/1/2020
0	\$11.60	\$11.85	\$12.10	\$12.40	\$12.70
1	\$11.90	\$12.15	\$12.40	\$12.70	\$13.00
2	\$12.20	\$12.45	\$12.70	\$13.00	\$13.30
3	\$12.50	\$12.75	\$13.00	\$13.30	\$13.60
4	\$12.80	\$13.05	\$13.30	\$13.60	\$13.90
5	\$13.10	\$13.35	\$13.60	\$13.90	\$15.00

TIER 2 EMPLOYEE WAGE SCALE CHART

YOS	11/1/2016	11/1/2017	11/1/2018	11/1/2019	11/1/2020
0	\$10.50	\$10.75	\$11.00	\$11.30	\$11.60
1	\$10.80	\$11.05	\$11.30	\$11.60	\$11.90
2	\$11.10	\$11.35	\$11.60	\$11.90	\$12.20
3	\$11.40	\$11.65	\$11.90	\$12.20	\$12.50
4	\$11.70	\$11.95	\$12.20	\$12.50	\$12.80
5	\$12.00	\$12.25	\$12.50	\$12.75	\$13.50

In the event the Center needs to adjust the minimum rates to be competitive in the market place, the Center will notify the union and if requested by the union, will meet and discuss any adjustments to the minimum rates

Section 2

In the event that Harston Hall offers a GNAS program, the program will be made available to bargaining unit employees in the same manner as provided to other Genesis employees in comparable positions in other Genesis facilities.

Section 3

No Employee will be hired below the minimum effective rate for his/her labor grade or classification.

Section 4

Employees, when required to work at a higher rated bargaining unit job and perform at least one (1) hour of work in said job, will be paid their rate or the minimum rate for the higher job, whichever is higher.

Section 5

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.

Section 6

If an Employee is hired and has accepted to work on the weekends, as is related to the Weekend Program, he/she shall receive a bonus equal to twenty five percent (25%) of base rate, only if they work all their scheduled weekend hours.

Section 7

The Center shall correct any payroll errors arising from errors on the Centers part within forty-eight (48) hours from notification to the Center HR Manger or Staffing Manager.

ARTICLE 9: HOURS

Section 1

The regular work week for all full-time Employees will consist of thirty-seven and one-half (37.5) hours per week, except for those full-time Employees governed by the weekend package. For purpose of determining an employee's eligibility for benefits, a full time employee is an employee who is employed regularly for thirty (30) hours or more per week. The regular work week for part-time Employees will not exceed five (5) days, unless mutually agreed by Center and employee. Employees will receive two (2) days off in each full calendar week except in the event of overtime.

Section 2

Employees scheduled for a seven and one-half (7 ½) 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) minute 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. Employees will have the right to combine their two (2) fifteen (15) minutes breaks with their unpaid lunch period, with the approval of their supervisor.

Section 3

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 if no work is available, except in cases of Act of God in which case, the employees shall not receive reporting pay.

Section 4

In the event that the Center wishes to change an Employee's starting time, the Employee will be notified in writing of such change two (2) weeks in advance. This provision will not apply to probationary Employees.

Section 5

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 the same and those Employees who have a mutual agreement with Management. An Employee who calls off or misses a scheduled weekend will be required to "make up" such missed time.

Section 6

No Employees will work more than seven (7) consecutive days, unless agreed upon by Center and employee.

Section 7

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.

ARTICLE 10: OVERTIME

Section 1

The Center will assign overtime by utilizing an extra work sign-up list which shall be maintained by the Employer. All full-time and part-time Employees wishing to work extra time shall make such request known to the Employer by placing their names on the "Extra Work Sign-

Up List.” If an Employee wishes to remove his or her name from the list, he or she shall request this removal in writing.

Section 2

Employees will be paid one and one-half (1-1/2) times the regular pay for all hours or parts of hours worked in excess of the regular work day or in excess of the regular pay period.

Effective 1/1/2012, employees will be paid one and one-half (1-1 ½) times their regular pay for all hours worked in excess of Forty (40) hours in a regular work week.

Section 3

There will be no pyramiding of overtime.

Section 4

There shall be no mandatory overtime, except when necessary for the proper administration of the Center, and a minimum of one (1) hour notice shall be given to employees.

This mandatory overtime shall be assigned to the least senior employee working, on a rotating basis, in reverse order of seniority.

ARTICLE 11: SHIFTS AND SHIFT DIFFERENTIALS

Section 1

Employees who work on the 3pm-11pm shift will receive a shift differential of fifty cents (.50) per hour.

Section 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.

Section 3

Whenever the Employee requests a change of shift, approval of such request will 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 will be given to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees will have preference in filing vacancies on another shift in the classification in which he is then working over new hires.

Section 4

Overtime rates will reflect shift differential for all persons working overtime where shift differential is considered regular wages.

ARTICLE 12: HOLIDAYS

Section 1

Full-time employees, after their first ninety (90) days of employment, will be entitled to a total of eight (8) paid holidays within each calendar year, nine (9) holidays in 2015.

Section 2

At least eight (8) holidays specified in Section 1 above will be legal holidays, as specified below:

New Year's Day	Fourth of July
Martin Luther King's Birthday	Labor Day
Norman Rayford Day (August 28)	Thanksgiving Day
Memorial Day	Christmas Day
Easter in year 2015	

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 by the Employee giving at least forty-eight (48) hours advance notice and with the approval of the Center. Once scheduled, personal days will not be canceled except in an emergency.

Section 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 1/2) 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, he/she shall either:

(i) be paid his/her regular rate for all hours worked on the holiday plus seven and one-half (7 ½) hours' pay as holiday pay; or

(ii) be allowed to take a substitute work day as a holiday, within thirty days after the scheduled holiday.

(a) Christmas and New Years shall be considered premium pay holidays payable at the rate of 1 ½ times the hourly rate for regularly scheduled hours actually worked on the holiday plus 7 ½ hours' pay as holiday pay or allowed to take a substitute work day as a holiday within 30 days after the scheduled holiday.

(b) Thanksgiving will be paid at the premium rate of 1 ½ the hourly rate for regularly scheduled hours actually worked on the holiday beginning in 2011 for employees hired prior to May 5, 2011. Labor Day will be paid at the premium rate of 1 ½ the hourly rate for regularly scheduled hours actually worked on the holiday beginning in 2012 for employees hired prior to May 5, 2011.

(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 may 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, Center will take into consideration the Employee's expressed preference;

(e) The day on which a holiday is legally celebrated will be the day on which holiday premium pay is paid to those Employees who work on that day.

(f) In order to be eligible for holiday pay, an Employee must have worked all hours of 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 the thirty (30) calendar day period before the holiday occurs, receive holiday pay. An employee who fails to report for 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.

Section 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 (7 ½) hours. A part-time employee is not entitled to holiday pay if he/she does not work the holiday.

Section 5

Personal days may be used for any emergency and may be verified by management.

ARTICLE 13: VACATIONS

Section 1

Employees will be entitled to accrue vacations each year with pay as follows:

- (a) Two (2) weeks after one (1) year of service;
- (b) Three (3) weeks after five (5) years of service;
- (c) Four (4) weeks after ten (10) years of service

All vacation hours become available on the employees 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 employees regular standard hours.

Section 2

Employee's vacation period shall be designated by the Center to meet the requirement of operating conditions. Employees may schedule vacation time with the Center from January 1st of each year to March 1st on a classification seniority basis. Vacations scheduled after this time shall be on a first come, first serve basis. In no case shall vacations be taken in periods of less than one (1) regular work day.

Section 3

Vacation accrued 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 the opportunity to take his vacation during the year of entitlement. Employees will not be compensated for vacation time not taken, unless the employer is unable to schedule the employees vacation.

Section 4

The rate of pay for the vacation period shall be the employee's regular rate at the

beginning of his vacation period.

Section 5

An Employee may request to receive his/her vacation pay before commencing vacation provided such vacation is scheduled and approved at least two (2) weeks in advance. The employee shall receive the vacation pay on the last scheduled pay day prior to going on vacation.

Section 6

An employee who has at least one (1) year seniority and resigns, shall be entitled to available but unused vacation pay provided, the employee gives at least two (2) weeks written notice of resignation. Vacation shall be deemed earned and available only when the employees reaches his/her anniversary date. Employees are required to work their regularly scheduled hours during their two (2) week notice period, unless it is a bona fide emergency. If notice is not given as provided above, an Employee shall not be entitled to vacation pay.

Section 7

An employee who has been discharged from the Center for cause, is not entitled to earned or accrued vacation pay.

Section 8

All part-time employees covered by this agreement shall be entitled to vacation pay in accordance to section one (1) above on a pro-rated basis. All vacation hours become available on the employees 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 employees regular standard hours.

Section 9

Vacation may start any day of the week.

ARTICLE 14: SICK LEAVE

Section 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 Worker’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 eight (8) days of sick pay effective with the first 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. Regular part-time Employees hired prior to June 01, 1999, will continue to receive pro-rated paid sick leave. Regular part-time Employees hired after June 01, 1999, shall not be entitled to paid sick leave. .

Section 2

An Employee may use sick days to cover time lost from work for visits to the doctor or dentist, provided such time is requested and approved in advance. Approval will not be unreasonably denied. Employees may use accumulated sick days for absences covered under the Family Medical Leave Act.

Section 3

Employees may elect to receive each year up to six (6) days per year of bonus pay for unused sick time, payable at their regular hourly rate, 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.

Section 4

Employees will not be required to furnish doctor's certification of illness or injury until absent for three (3) or more consecutive days, except that doctor's certification will be required for absences if there is a proven pattern. Employees who have been on sick leave also may be requires to be examined by the Center's physician, at no cost to the employee, before being permitted to return to duty.

Section 5

Pay for any day of sick leave will be at the Employee's regular pay. Sick leave pay must be requested as sick leave no later than the day the Employee returns to work whether or not a doctor's certificate is required.

Section 6

Employees will continue to earn vacation and holiday benefits while out on paid sick leave.

Section 7 On-the-Job Injury or Sickness

If an Employee is injured or becomes ill during the course of any work day and reports the injury or illness to the Center; and if, on the orders of a physician, an Employee is kept in the hospital or sent to the Center, 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.

Section 8

Unused accrued sick leave will not be paid for and is not a terminal benefit.

ARTICLE 15: PAID LEAVE

Employees, after their first ninety (90) days of employment will be entitled to paid leave as follows:

Section 1 Funeral Leave

A full time employee who has completed his/her probationary period shall be entitled to three (3) paid days of leave, at the regular rate of pay, for the death of an immediate family member (father, mother, step-mother, step-father, mother-in-law, father-in-law, wife, husband domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, grandchild and legal guardian) provided the leave is take during the period between the date of death and the day following burial, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

Section 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 Employees in securing release from jury duty.

Section 3 Company Paid Disability

A Company -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. The Employer will meet with the Union prior to any changes to the current short-term disability plan.

ARTICLE 16: UNPAID LEAVE

Employees who have completed nine (9) months of service will be eligible for unpaid leave in accordance with the following:

Section 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, the 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 shall 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.

Section 2 Military Leave

Employees will be granted military leaves of absence in accordance with applicable law. In addition, Employees will be granted leaves of absence without pay to attend the National Guard, U.S. Reserve training camps, and other similar involuntary military obligations.

Section 3 Union Business

A leave of absence for a period of one (1) year, subject to renewal on a yearly basis, not to exceed three (3) year 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.

Section 4

An unpaid medical leave of absence shall be granted for a period of up to nine (9) months. The Center has the right to verify the reason for the Employee's absence.

Section 5 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.

Section 6 Family/Medical Leave

In the event of 1) the “serious health condition” of an employee; 2) the “serious health condition” of an eligible “family member” or an employee, or 3) the birth, adoption or foster placement of a child with an employee; as defined by the Family Medical Leave Act of 1993, the employee will be eligible for Family/Medical Leave.

The Employee is required to submit medical evidence of a “serious health condition” within the time frames established by the Family/Medical Leave Act, in order to apply for such leave.

Eligible employees will be entitled to up to twelve (12) weeks of Family/Medical Leave in any twelve- month period.

An Employee must utilize the FMLA benefit first and if there is a greater benefit in the contract , the employee will be entitled to the greater benefit minus any time utilized under FMLA up to twelve (12) weeks.

Section 7

The Employee will have the option to use earned sick days, vacation or personal days during a medical leave of absence and vacation or personal days during other leaves of absence.

ARTICLE 17: PAST PRACTICES

The specific past practices are as follows:

Section 1

An Employee must continue to give a forty-eight hour notice before taking a personal day with Supervisor’s approval, except for emergencies with a minimum of two (2) hours notice.

Section 2

Employees may continue to receive flexibility in schedule changes, namely, an Employee may on occasion switch days or shifts with another Employee, provided the appropriate supervisors are notified and approved by the Supervisor, and as long as such shift or day switch does not involve overtime.

Section 3

The Employer will continue to be mindful of the need for both patient and Employee safety. Thus, the employer will continue to maintain the buildings' alarm systems and secure the entrances.

Section 4

The Employer will continue the practice of not docking an Employee's pay when the van driver is late arriving to the pick up point.

Section 5

The Employer will continue to provide in-services without cost to its employees.

Section 6

The Center will continue the practice of providing a bonus at the discretion of Administration, except such bonus of \$50.00 will be offered to current bargaining unit employee first.

ARTICLE 18: BARGAINING UNIT WORK

Section 1

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

ARTICLE 19: MISCELLANEOUS

Section 1

If a holiday falls on pay day, the Employees will be paid the day before. If pay checks are available, Employees working on the evening and night shifts shall receive their pay prior to the end of their shifts on the preceding day prior to the actual payday.

Section 2

All minor infractions in an Employee's personnel file will not be utilized after twelve (12) months in the normal progressive disciplinary procedure provided that the twelve (12) month period is free of infractions.

Section 3

There will be a grace period for lateness of seven (7) minutes relating to Employee's pay. In the event the Center upgrades or implements a different time keeping system, the Center will provide advance notice to the union, and if requested by the union, the Center will meet with the union to discuss such change.

Section 4

The Center will pay for or provide such physical examinations of Employees as it may require.

Section 5 Transportation Allowance

The Center reserves the right to assign appropriate staff to provide care to Residents needing transport to and from appointments. When required by Center, employees so assigned, will be provided transportation to and from the Center. If usual transportation (example: ambulance, para transit) is not available, the Center will pay for employee's transportation expense, provided the employee supplies a receipt for the transportation that was paid for.

Section 6

In the event that the Center moves to a location that is not served by public transportation, the Center and the Union will meet and discuss means for providing transportation to the Center.

Section 7

The Center will not require make-up of weekends due to vacation.

Section 8 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 grade 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;

(c) 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.

Section 9 Inclement Weather

If an Employee reports to work within two (2) hours of the start of the shift he/she will be paid for the full shift.

Section 10

The Employer will make direct deposit available for the distribution of payroll checks.

Section 11

The Employer will provide in-service and continuing education in the interests of the Center's Employees and in the improvement of patient care.

Section 12

The Employer will annually recognize the contributions of its Employees through an Appreciation Lunch.

Section 13 20 Year Club

20 Year Club Offered to eligible employees on the same basis as non-represented employees at other Genesis Centers

Section 14

Employees shall be eligible for the Genesis Tuition Reimbursement program on the same basis as non-represented employees.

Section 15 Labor Management Meeting

Labor-Management Meetings. The parties agree that it may be desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, upon request by 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 16

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

Section 17

If the Center is unable to coordinate transportation with staff when a State of Emergency is declared (and defined) by the President of the United States, Governor of Pennsylvania, or the Mayor of Philadelphia and the employee is unable to get to work, the Employee shall be permitted to access his/her vacation and/or personal days.

ARTICLE 20: HEALTH AND WELFARE

Section 1

Each full-time Employee who has completed their first ninety (90) days of employment is eligible for health insurance. Health insurance benefits, including 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 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 3

AFLAC - To be offered to employees on the same basis as non-represented employees at other Genesis Centers.

ARTICLE 21: SAVINGS PLAN

Section 1

Effective July 1, 1999 all eligible Employees will be eligible to participate in the Genesis Health Ventures Union 401(K) Plan.

Section 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 one-thousand (1,000) hours of service in this year.

Section 3 Company Match

The Company will match fifty (\$0.50) for each dollar contributed by the Employee. The maximum Company match is three percent (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 three percent 3%).

Section 4 Vesting

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

ARTICLE 22: 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:

Section 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.

Section 2

The employment service will be administered by the Union and the costs of operating the Service will be borne by the Union

Section 3

Notwithstanding the foregoing, the Center retains the right to hire applicants from other sources.

ARTICLE 23: MANAGEMENT RIGHTS

Section 1

All management functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained by and vested in the

Employer. More specifically, the Employer reserves the right to establish and administer policies and procedures related to resident care, research, training, operations, safety, services and maintenance of the Center to reprimand, suspend, discharge, or otherwise discipline Employees for just cause; to hire, promote, transfer, lay off and recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain the efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to determine job content and job descriptions; to control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operation of division, departments and all other units of the Employer, the assignment of work, the qualifications required and the size and composition of the work force; to 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; (The Employer will not subcontract bargaining unit work for the sole purpose of eliminating bargaining unit positions) and to determine the hours of work, the starting and quitting time; 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 provision of this Agreement.

ARTICLE 24: DISCHARGE AND PENALTIES

Section 1

The Center will have the right to discharge, suspend or discipline any Employee for just cause.

Section 2

The Center recognizes that any discipline imposed should be constructive with a goal of making the Employee a more productive Employee. Toward this end, the Center recognizes the concept of progressive discipline for minor type violations, and will attempt to discipline Employees in such a manner so as not to embarrass the Employee before the public or other Employees.

Section 3

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 not 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 2 of the

grievance procedures.

Section 4

An Employee shall be advised that discipline is being considered as promptly as is reasonably possible after the action warranting such discipline is known by the Center. When discipline is imposed, an Employee may have a Union Delegate present, or, if a Union Delegate is not available, any other Union Member of the Employee's choosing may be present.

Section 5

When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Delegate will be notified by the Center, and 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.

Section 6

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

ARTICLE 25: NO STRIKE OR LOCK-OUTS

Section 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.

Section 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.

Section 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 or 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.

Section 4

The Center agrees that it will not lock-out Employees during the term of this Agreement.

ARTICLE 26: GRIEVANCE PROCEDURES

Section 1

A grievance will be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and 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 know 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 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 Relations, 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 Center 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 2 in the first instance, within the time limit specified in Step 2.

Without waiving its statutory rights, a grievance on behalf of the Center may be presented initially at Step 2 by notice in writing addressed to the Union at its offices.

Section 2

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

Section 3

A grievance which affects a substantial number or class of Employees and which the Center's representative designated in Steps 1 and 2 lacks the authority to settle, may initially be presented at Step 2 by the Union representative.

Section 4

If the discharge of the employee results from conduct relating to a patient and the patient does not appear at the arbitration, the Arbitrator shall not consider the failure of the patient to appear as prejudicial.

ARTICLE 27: ARBITRATION

Section 1

A grievance, as defined in Article XXVI, 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.

Section 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 Relations or his/her designee 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 Relations 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.

Section 3

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

Section 4

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

Section 5

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

Section 6

The time limits are to be strictly continued and may be extended only if agreed to in writing by the Union and the Center.

Section 7

If the discharge of the employee results from conduct relating to a patient and the patient does not appear at the arbitration, the Arbitrator shall not consider the failure of the patient to appear as prejudicial.

ARTICLE 28: HEALTH AND SAFETY

Section 1

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

Section 2

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. "Hazardous" or "toxic" should be as determined by the Chief Safety Officer and/or the Safety Committee in accordance with applicable law.

Section 3

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

ARTICLE 29: DRUG POLICY

The Center reserves the right to implement the Genesis Drug Testing Policy for pre-employment, post-accident, and just cause. The Union has the right to challenge the reasonableness of the policy through the grievance procedure.

ARTICLE 30: TRAINING AND UPGRADING FUND

Section 1

Effective 05/01/2018, 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.

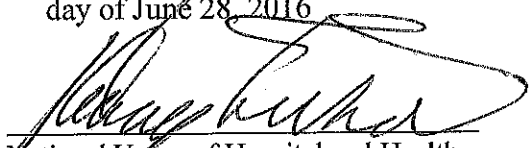
ARTICLE 31: SEPARABILITY

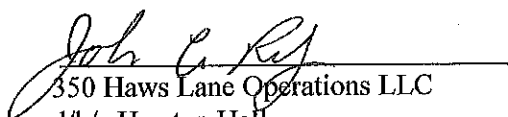
It is understood and agreed that all Agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contradiction of the laws or regulations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

ARTICLE 32: DURATION OF AGREEMENT

This Agreement will be in full force and effect for the period commencing May 1, 2016 and ending midnight, April 30, 2021. 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. All other terms and conditions set forth in the current collective bargaining agreement shall remain the same. This tentative agreement is subject to ratification by the members.

IN WITNESS WHEREOF, the Union and the Center have executed this Agreement this day of June 28, 2016


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


350 Haws Lane Operations LLC
d/b/a Harston Hall

By: _____

By: John Raley, SVP HR

Date: _____

Date: 8/25/17