

COLLECTIVE BARGAINING AGREEMENT

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By and Between

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LIBERTY CARE AND REHABILITATION CENTER, LLC

and

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

January 25<sup>th</sup>, 2019 - June 30<sup>th</sup>, 2021



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## ***AGREEMENT***

THIS AGREEMENT made and entered into this first (14<sup>th</sup>) day of May, 2018, entered into between LIBERTY CARE AND REHABILITATION CENTER, 7310 Stenton Avenue, Philadelphia, PA 19150 (hereinafter called the "Employer"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AND ITS AFFILIATE, DISTRICT 1199C, (hereinafter called "1199C" or "Union") with its offices at 1319 Locust Street, Philadelphia, PA 19107 (hereinafter called the "Union") acting herein on behalf of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

## ***WITNESSETH***

WHEREAS, the Employer recognizes the Union as the Collective Bargaining Representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the patients of the Employer as well as of its Employees and to avoid interruptions and interferences with services to patients 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: INTRODUCTION***

- 1.1 The parties to this Agreement declare and establish these terms and conditions of employment set forth herein to be mutual expressions of understanding bearing the good-faith intentions of each and jointly acknowledge their commitment to harmonious relations thereto bearing in mind that the interests of quality care for facility residents is promoted through the assurance of dignity and respect to Employees.

### ***ARTICLE 2: RECOGNITION***

- 2.1 A. The Employer recognizes the Union as the exclusive representative of all full-time and regular part-time service and maintenance Employees, including licensed practical nurses 04RC125278, nursing assistants, orderlies, housekeeping aides, cooks, dietary aides, laundry aides, and activity aides employed by the Employer at its Philadelphia, Pennsylvania facility.
- B. Excluding all other Employees, professional Employees, the administrator, director of nursing, housekeeping supervisor, food service supervisor, activity supervisor, social services director, medical records technicians, bookkeepers, casual Employees, Registered Nurses, office clerical Employees, guards and supervisors as defined in the Act, as certified by the National Labor Relations Board in Case No. R-RC-15803. Recognition is for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- 2.2 A. A temporary Employee is one who works as a replacement for Employees on leaves or vacation, and so informed at the time of hire. Temporary Employees who replace Employees on leave may be employed for the predetermined period of time of the regular Employee's leave.
- B. Temporary Employees shall be paid at the contractual rate for the job classification for which they were hired and shall be paid one and one-half (1 ½) times their regular rate of pay for all hours worked on a holiday as defined in Article 16.
- C. A temporary Employee shall become a member of the Union after the expiration of the initial four (4) month period.

### ***ARTICLE 3: CATEGORIES OF EMPLOYEES***

- 3.1 A full-time Employee is one who is regularly scheduled to work thirty (30) or more hours per week.
- 3.2 A part-time Employee works twenty (20) hours or more per week for eight (8) or more consecutive weeks in a row. Part-time Employees who fail to work twenty (20) hours for

eight (8) or more consecutive weeks in a row shall be reclassified. Prior to any reclassification, the Employer will meet with the Union and the Employee. The Employer shall supply a list of the Bargaining Unit to include status, upon request. A Union representative, or his/her designee, can view a list of casual Employees (in the Living Center). Casual Employees shall not be scheduled before part-time and full-time Employees. Employees that were in the Baylor Program prior to 2005 will be exempt.

- 3.3 A casual Employee is one who has no regular schedule of hours of work, but who works intermittently as required, and will be used only as replacement for regular part-time and full-time Employees who are absent from work or who are not available for work.
- 3.4 The Employer will maintain job descriptions for all classifications covered by this Agreement. Job descriptions will be made available to the Union and each Employee.

#### ***ARTICLE 4: UNION SECURITY***

- 4.1 All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, shall maintain their membership in the Union in good standing as a condition of continued employment.
- 4.2 All Employees on the active payroll as of the effective date of this Agreement who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of the Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 4.3 All Employees hired after the effective date of this Agreement shall become members of the Union no later than the thirtieth (30<sup>th</sup>) day following the beginning of such Employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 4.4 For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fees uniformly required as a condition of membership.
- 4.5 Subject to Article 21, an Employee who has failed to maintain membership in the Union in good standing as required by this Article shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.
- 4.6 The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

#### ***ARTICLE 5: CHECK - OFF***

- 5.1 Upon receipt of a written authorization from an Employee on the form annexed hereto as Exhibit "A", the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union, regular monthly dues, initiation fees and assessments as fixed by the Union. The initiation fee shall 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 Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.
- 5.2 Upon thirty (30) days' written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.
- 5.3 Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
- 5.4 Any Employee who is a member of and adheres to established and traditional tenets or teaching 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 Employer, shall not be required to join and remain a member of the Union as a condition of employment.
- 5.5 Such Employees shall be required, as a condition of continued employment, to remit monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the Employee's pay at the same time and the same amount as initiation fees and dues are, and remitted by the Employer to the charity designated by the Employee from the list provided by the Union. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

- 5.6 A. If any such Employee who hold 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.
- B. The Employee shall not have the right, authority or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance or arbitration determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such Employee shall be taken to arbitration.
- C. Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.
- 5.7 The Employer shall 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 collective bargaining agreement or (c) layoff from work or (d) agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions for terminated Employees shall be governed by Sections 1, 4 and 5 hereof. These provisions, however, shall not relieve any Employees of the obligation to make the required dues and initiation fee payments pursuant to the Union's Constitution in order to remain in good standing, except as provided in Section 4 and 5.
- 5.8 The Employer shall not be obliged to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues or charitable deductions.
- 5.9 Each month, the Employer shall remit to the Union all deductions for dues and initiation fees and assessments in accordance with Section 6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the fifteenth (15<sup>th</sup>) day of each month, together with a list of all Employees from whom dues, initiation fees and assessments have been deducted, and their social security numbers. In addition, each month the Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof, together with the amount deducted for each Employee.
- 5.1 The Employer agrees to furnish the Union each month with the names of newly-hired Employees, their addresses, social security numbers, classifications of work, dates of hire, and names of terminated Employees, together with their dates of termination and social security numbers, and names of Employees on leaves of absences and any changes that apply to current Employees.
- 5.1 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Employer hereunder.
- Once the funds are remitted to the Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.
- 5.1 The Employer agrees to make bi-weekly payroll deductions from an Employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit 1. This deduction shall be made only for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

#### **ARTICLE 6: MANAGEMENT RIGHTS**

- 6.1 All management functions and responsibilities, which the Employer has not expressly modified or restricted by specific provision of this Agreement are retained and vested in the Employer. More specifically, the Employer retains the right to establish and administer policies and procedures related to patient care, research, training, operations, services and maintenance of the Home; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote, transfer, layoff and recall Employees to work; to determine the number of Employees and the duties to be

performed; to maintain the efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the number, location and operation of divisions, departments and all other units of the Employer, the assignment of work, the qualifications required and the size and composition of the work force; to make or change Home rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the Home, attain and maintain full operating efficiency and optimum patient care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

#### ***ARTICLE 7: NON – DISCRIMINATION***

- 7.1 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 Employer 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 8: UNION ACTIVITY AND VISITATION***

- 8.1 The authorized representative(s) of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees during non-work time and in non-work areas, and for the purpose of administering this Agreement. When a Union representative intends to enter the premises, he/she shall notify the Administrator or person in charge of his/her visit, with reasonable notice of at least twenty- four (24) hours, so that his/her activities do not interfere with patient care or the efficient operation of the facility. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.

The Union representative(s) may meet with scheduled Employees during their breaks and/or meal periods in non-patient care areas. This section shall not allow the holding of Union meetings in the facility without the express permission of the Employer.

- 8.2 Delegates of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties of mutual concern to the Employees and the Union. In no event shall the Delegates interfere with the operations of the Employer. The Union shall advise the Employer in writing as to the identity of the Delegates.
- 8.3 Employees elected as Union Delegates shall be permitted to attend regular Delegate Assembly meeting, providing that Employer operations shall not be impaired and the Employee can schedule the time off.
- 8.4 When a Delegate finds it necessary to enter a department of the Employer in the course of the performance of his/her duties as a Delegate, he/she shall first secure the permission of his/her supervisor, and when he/she arrives in the other department will secure the permission of that department head or designee. Such visit shall not interfere with the operation of the Employer.
- 8.5 A Delegate will be provided reasonable and necessary time off from his/her assigned schedule of work, while involved in the manner provided in the grievance procedure, provided such time off does not interfere with the operations of the Employer. The Delegate shall advise his/her supervisor of the grievance and make an appointment with the appropriate supervisor at a mutually agreeable time. The Delegate will report back to his/her immediate supervisor when his/her part in the grievance has been completed.
- 8.6 The Employer will furnish a bulletin board for the use of the Union in communicating with Employees. Official Union notices containing no inflammatory content may be posted as soon as the Union representative has notified the facility Administrator of an intent to post such notice. Notices or literature other than that for the normal conduct of the Union's business must first have the Employer's approval.
- 8.7 Three (3) Employees who serve as Union Delegates shall be granted up to two (2) days off per contract year without loss of wages or benefits to attend Union seminars/conferences which require Delegate attendance. The Union shall provide the Employer at least two (2) weeks advance notice of the seminars/conferences.

#### ***ARTICLE 9: PROBATIONARY EMPLOYEES***

- 9.1 Bargaining unit Employees hired after the effective date of this Agreement, whether or not previously employed by the Employer, shall be considered probationary for a period

of ninety (90) days. Employees who successfully served a probationary period with the predecessor employer shall not be required to serve a probationary period with the Employer.

The Employer may request a thirty (30) day extension to the probationary period and the Union will indicate its agreement in writing to such extension provided the Employer notifies the Union no later than thirty (30) days prior to the expiration of the initial probationary period. Such extension shall not be unreasonably denied.

9.2 Seniority shall not accrue during Employee's probationary period, however, upon successful completion of the probationary period, the Employees shall be considered regular Employees covered by the terms of this Agreement and their seniority reverts back to the date of hire.

9.3 During or at the end of this period, the Employer, in its sole discretion may discharge probationary Employees and the discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

9.4 The Employer shall provide new hires with an orientation to the facility, its procedures, and methods of maintaining quality care for its residents sufficient to enable Employees to perform their duties. The Union recognizes that the scope of orientation will vary with the skill level and experience of the individual Employee. The goal of orientation shall be proficiency in the care of patients, the proper function of the facility and cooperative efforts with fellow Employees. The Employer shall also notify new hires of the existence of this Agreement.

### **ARTICLE 10: SENIORITY**

#### **10. Definition**

- 1
- A. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in the bargaining unit commencing on the date an hour on which the Employee began to work after last being hired.
  - B. Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification commencing on the date and hour on which the Employee last began to work in such classification.

#### **10. Accrual**

- 2
- A. An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
  - B. Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months (including an extension, if applicable) or for the period of maternity leave and during an authorized leave of absence with pay; Employees shall not accrue benefits.
  - C. Classification seniority shall accrue during the period specified in 'B' above and during the time an Employee works in a specific job classification.
  - D. Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employee become permanent Employees, then their seniority shall be retroactive to their last date of employment.

#### **10. Loss of Seniority**

- 3
- An Employee's seniority shall be lost when he/she:
- A. Terminates voluntarily;
  - B. Is discharged for just cause;
  - C. Voluntarily terminates his/her employment by not reporting off work for two (2) consecutively scheduled workdays unless he/she presents an excuse acceptable to the Employer;
  - D. Is laid off for a period of six (6) months or a period exceeding the length of the Employee's continuous service, whichever is less;
  - E. Fails to return from an authorized leave of absence at the specified time when physically able to do so. The Employee must notify the Employer if she/he is unable to report on the expiration of his/her leave of absence.
  - F. Fails to return from a layoff within five (5) days after receipt of a certified letter sent to the Employer at his/her last known address from the Employer offering reinstatement. A copy of the letter will be sent to the Union;
  - G. While on leave of absence, takes another job during his/her normal working hours without written permission of the Administrator;
  - H. Falsifies the reason for a leave of absence whether such leave is paid or unpaid;

I. An Employee whose seniority is lost for any of the reasons outlined above shall be considered as a new Employee if she/he is again employed by the Employer.

10. In the event the Employer offers an Employee another job outside the bargaining unit,  
4 and the Employee accepts such job and leaves the bargaining unit, such Employee shall lose all seniority rights under this Agreement.

10. Application

5 A. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

B. Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

10. Layoff

6 A. In the event a layoff becomes necessary within a job classification and shifts, all casual Employees will be laid off first, then probationary Employees within that job classification on the shift shall be next to be laid off on the basis of their classification seniority, the least senior first, non-probationary part-time Employees on the shift shall be the next to be laid off on the basis of their classification seniority, the least senior first; non-probationary full-time Employees on the shift shall be laid off next in order of their classification seniority, the least senior laid off first. If, after considering the above order of layoff, senior Employee elects not to work a schedule or in a category occupied by the least senior or probationary Employee, the least senior or probationary Employee will remain while the more senior Employee is laid off.

B. In the event of a layoff of any Employee, there shall occur only one (1) bump in the facility; the only Employee who may be bumped by the Employee originally scheduled to be laid off shall be the Employee with the least seniority. An Employee who is bumped shall have no bumping rights.

10. Recall

7 A. Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off.

B. Newly hired probationary Employees who have been laid off have no recall privileges.

10. Promotions and/or Vacancy

8 A. For the purpose of this Article, a vacancy is defined to mean any permanent job opening which the Employer intends to fill in the facility. Notice of all vacancies within the bargaining unit will be posted in the facility for a period of not more than five (5) consecutive work days, including the date of posting but excluding Saturday, Sunday and holidays recognized by this Agreement. Any Employee desiring to bid on a posted vacancy shall make application in accordance with notice posted and sign the posting within the time stated above. In the event an Employee is on vacation at the time of the job posting she/he may submit his/her bid upon returning to work if the position has not been filled.

B. If qualified applicants apply, the Employee shall fill the position from among such applicants. If two (2) or more Employees are equally qualified to do the work, preference shall be given to the most senior Employee. New Employees may be hired for a posted vacancy if there are no bidders meeting the requirements.

C. An Employee who is promoted shall serve the same probationary period on the new job and a new hire. If she/he is removed from the new job during the probationary period, she/he shall be returned to his/her former job at his/her former rate of pay, without loss of seniority or other benefits, excepting that if she/he is discharged his/her rights shall be subject to the grievance and arbitration provisions of this Agreement.

D. Any Employee who bids successfully on the job opening must accept such job opening and shall be placed in such job opening immediately. If the Employer determines within thirty (30) calendar days after the date the vacancy is filled that the Employee is not performing satisfactorily, the Employee will be returned to his/her former shift and classification with no loss of seniority previously earned in said classification.

a. Once an Employee exercised his/her right to fill a job vacancy pursuant to the bidding procedure outlined in this section, she/he will be ineligible to apply for any of the job vacancies that may develop for six (6) months



thereafter.

- E. While a vacancy is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers of bargaining unit Employees as may be necessary to fill the job temporarily.
10. The Employer shall notify the Union of bargaining unit job vacancies at its Philadelphia office, 1319 Locust Street, Philadelphia, PA 19107. The Employer shall not discriminate against applicants referred by the Union for these positions.
10. The Employer shall provide to the Union and post an updated seniority list once per year.
10. The parties agree to enter into a side letter agreement crediting all time employed by the predecessor employer toward Employee's bargaining unit seniority and job classification seniority for all applicable purposes in this Agreement, including, but not limited to, benefits, vacation accrual, sick leave accrual, and FMLA eligibility.
10. The parties agree that job vacancies shall be posted by job title, shift and FTE or PTE status.

### **ARTICLE 11: HOURS OF WORK**

11. The regular workweek for Employees shall consist of the number of hours per week regularly worked by such Employees up to a maximum of forty (40) hours per week. The regular work day for all full-time Employees shall consist of the number of hours normally worked in a day, excluding a meal period of one-half (1/2) hour.
11. Full-time Employees shall be entitled to two (2) paid fifteen (15) minute rest periods per shift with the rest periods assigned at the discretion of the Employer. Part-time Employees shall receive one (1) paid fifteen (15) minute rest period for each four (4) hours worked.
11. A. The Employer shall determine the starting and terminating time of each Employee consistent with the needs of patients and residents. If the Employer wishes to change an Employee's starting time, the Employer shall notify the Employee of such change in writing two (2) weeks in advance.
- B. There shall be no split shifts except by mutual agreement of the Employer and the Employee involved. The Employee shall suffer no punitive measures as a result of refusal to work split shifts.
11. Grace Period
- There shall be a seven (7) minute grace period. Employees who are late beyond seven (7) minutes will be docked for lateness for actual time late.
11. Requests for Shift Change
- Employees shall work on the shift, shifts, or shift arrangements for which they were hired. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which she/he is then working.
11. The Employer shall post the work schedule two (2) weeks in advance of the beginning of that work schedule.
11. Trade for Days Off
- Employees may trade for days off provided they do so within the same work week and provided it does not cost the Employer any additional compensation as overtime and provided the Employees submit written notification to their Department Head or designee prior to the trade.
11. The Employer will maintain two (2) lists of Employees willing to work extra hours as needed, as follows:
- A. Regular part-time Employees available for extra work;
- B. Regular full-time Employees available for extra work.
- These lists shall be posted next to the work schedule.
11. The extra work lists shall be maintained on the basis of seniority.
11. Employees shall have the opportunity to add their names to those lists on a quarterly basis. At any time an Employee may withdraw from this list by notifying the DON in writing. Employees who decline overtime opportunities twice in one quarter will be dropped from the overtime list until the end of the next quarter. Employees may again place their names on the list at the beginning of each quarter.
11. When extra hours are needed for emergency purposes, Employees on the overtime list shall

11 shall have the first opportunity for additional non-overtime hours on the basis of seniority, on a rotating basis. If no Employee on the regular part-time list is available, the regular full-time list shall be utilized, on the basis of seniority on a rotating basis for additional non-overtime hours prior to the use of casual or per diem Employees.

11. Only after such efforts have been undertaken can the Employer require overtime or  
12 utilize outside agency Employees to fill vacant positions, except in the case of bona fide emergencies unforeseen by the Employer. If overtime is mandated under these procedures, it shall be distributed on the basis of seniority starting with the least senior Employee, on a rotating basis.

11. Notification

13 A. Employees who are not scheduled for work and who are asked to come in and who report within one and one-half (1-1/2) hours of the start of the shift for which they are called in, will be paid for the full shift, it being understood that Employees will report to work as soon as possible after being called.  
B. Employees, who report for work at the start of their scheduled shift without prior notice from the Employer not to report shall, in the event no work is available, be allowed to work or receive compensation in lieu thereof for the scheduled shift. A reasonable Employer attempt to notify the Employee in advance of the start of the shift shall be considered prior notice not to report for work.

11. Rest periods and meal periods shall not be interrupted except in cases of emergency. If  
14 an employee's meal period is interrupted they shall be paid for such time.

11. Employees are entitled to a weekend differential of twenty-five cents (\$0.25) per hour  
15 for hours worked between the first shift on Saturday and the last shift on Sunday. Certified Nursing Assistants Employees shall receive a shift differential for hours worked between 3:00 p.m. and 7:00 a.m. of twenty-five cents (\$0.25) per hour; no one shall qualify for this shift differential unless they work at least two (2) hours during the time frame described.

11. The parties agree that job vacancies shall be posted by job title, shift and FTE or PTE  
16 status.

### **ARTICLE 12: OVERTIME**

12. Employees shall receive one and one-half (1-1/2) times their regular hourly rate of pay  
1 for all hours worked in excess of forty (40) hours per week. Employees who work ten (10) hours or more consecutively or non-consecutively in one day (7:00 a.m. - 7:00 a.m.) will receive one and one-half (1-1/2) times their regular hourly rate of pay for all time worked over eight (8) hours, less than ten (10) hours will be paid at straight time. The Employee's immediate supervisor must authorize all overtime in advance. In order to qualify for the overtime over eight (8) hours in a day an Employee must work all scheduled shifts in the work week, (excluding approved vacation, holidays and bereavement leaves), except in the case of a confirmable emergency and/or prior management approval.

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

12. There shall be no pyramiding of overtime.  
3

### **ARTICLE 13: LEAVES OF ABSENCE**

13. In case of proven disability (including maternity) or illness, Employees with six (6)  
1 months or more of service may make a written request for unpaid leave of absence for a maximum of six (6) months, With the administrator's approval, leaves of absence may be extended for an additional six (6) months.

13. Employees may be granted maternity leaves of absence up to six (6) months.  
2

13. Employees must notify the Employer as far in advance as is practical if they know ahead  
3 of time that they will be requesting a leave of absence.

13. The Employer may require a doctor's certification in the case of any leave of absence,  
4 and any Employee returning from a leave of absence for disability or illness must present a doctor's certificate that the Employee is able to perform all the job duties normally performed in his/her classification.

13. A leave of absence up to one (1) year may be granted to Employees with one (1) or more

5 years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves do not interfere with the operation of the Employer.

13. The Employer will not unreasonably deny leaves of absence without pay up to ninety  
6 (90) days for personal reasons.

13. Leaves of absence for performance of duty with the U.S. Armed Forces or with a reserve  
7 component thereof shall be granted in accordance with applicable law.

13. The Employer agrees to provide leaves of absence in compliance with the Family and  
8 Medical Leave Act of 1993. If the labor agreement provides a greater benefit than the  
Family and Medical Leave Act, the labor agreement prevails.

#### **ARTICLE 14: PAID LEAVES**

##### **14. Bereavement Leave**

1 A. In the event of the death of an Employee's parent, step-parent, spouse,  
child, step-child(ren), brother, sister, grandparent, grandchild(ren),  
current mother-in-law and father-in-law, an Employee who works  
twenty (20) hours or more per week and has completed his/her  
probationary period will be allowed up to three (3) scheduled days off  
with pay at his/her regular straight time rate.

B. There shall be no duplication of payment that the Employee may  
otherwise receive under this Agreement. Proof of death and  
verification of relationship may be required.

##### **14. Jury Duty**

2 A regular full-time Employee who has completed his/her probationary period and who is  
called to serve on jury duty, shall be compensated by the Employer for the difference  
between his/her regular straight time hourly pay for each regularly scheduled work day  
lost and the amount received as a juror's fee upon request of the Employer.

When an Employee on jury duty is temporarily excused from such duty by the court, on  
his/her scheduled work day, she/he shall advise his/her supervisor as promptly as  
possible and stand ready to report to work, if requested to do so by the Employer. The  
receipt of a subpoena or the notice to report for jury duty must be reported immediately  
to the Administrator and the Employer may request that the Employee be excused or  
exempted from such jury duty if, in the option of the Employer, the Employee's services  
or services which are essential to the Employer at the time of the proposed jury service.  
Jury duty is limited to ten (10) work days.

#### **ARTICLE 15: VACATION**

##### **15. A. Current Employees:**

- 1
- a) More than one (1) year – less than five (5) years – two (2) weeks
  - b) More than five (5) years – less than ten (10) years – three (3) weeks
  - c) More than ten (10) years – four (4) weeks
  - d) Effective 5/14/18, Employees may use unpaid leave equal to the amount of  
vacation they would typically accrue. Between 5/14/18 and 2/1/19,  
Employees may borrow up to one (1) week against their accrual. On 5/14/18,  
Employees will accrue their vacation allotment based on their years of  
service with the Employer and the predecessor employer.

##### **B. New Employees:**

- a) More than one (1) year – less than five (5) years – two (2) weeks
- b) More than five (5) years – three (3) weeks

15. Vacation schedules shall be established taking into account the wishes of the Employees  
2 and the needs of the Employer. Employees shall be granted vacation requests on a first-  
come, first-served basis. Where there is a conflict in choice of vacation time among  
Employees, classification seniority shall prevail.

15. Vacation time will be awarded on January 1<sup>st</sup> of each calendar year following the  
3 completion of one (1) continuous year of service. Vacation awards must be taken by  
December 31<sup>st</sup> of the grant year or be forfeited.

15. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations  
4 shall be taken each year and may not be accrued from year to year and Employees will  
not be compensated for vacation time not taken.

15. Vacation pay shall be based upon the Employee's regular rate of pay in effect on the first day of  
5 his/her scheduled vacation.

15. An Employee shall be paid his/her vacation pay before starting his/her vacation,  
6 provided thirty (30) days written notification has been given, and shall be paid in a  
separate check.
15. Each Employee shall submit a signed, written vacation preference request to his/her  
7 department head, or that department head's designee, by January 31<sup>st</sup> of each year for all  
vacation time available to that Employee. Such request shall be for increments of not  
less five (5) days. The department head, or that department head's designee, shall sign  
and date the Employee's written request for vacation and return a copy to the Employee.

Vacation requests submitted after January 31<sup>st</sup> will be granted subject to the remaining  
availability of slots on the vacation schedule and may be for single or multiple days.  
Such requests must be submitted in writing at least two (2) weeks prior to the posting of  
the work schedule covering the desired vacation period and shall be subject to the  
written approval/denial of the Employer within two (2) weeks of receipt of the request.

15. Vacation hours paid are based on the average weekly hours worked in the preceding  
8 work year, but in no event will they exceed forty (40) hours per week. The number of  
hours paid is based on the average number of hours worked, excluding overtime but  
including regular hours, sick hours and vacation hours paid. These total hours is divided  
by fifty-two (52) to determine the weekly average hours to be paid per vacation week.

### **ARTICLE 16: HOLIDAYS**

16. A. Employees who work twenty (20) hours or more per week and have completed their  
1 probationary period shall be entitled to the following holidays:

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

B. Personal Days – Employees will receive two (2) days per year – one (1) day accrued  
each six (6) months.

16. Recognizing that the Employer operates every day of the year and that it is not possible  
2 for all Employees to be off on the same day, the Employer shall have the right, at its sole  
discretion, to require any Employee to work on any of the holidays herein specified;  
however, the Employer agrees to distributed holidays off on an equitable basis.
16. Pay for holidays not worked shall be at the Employee's regular work day schedule at the  
3 regular rate of pay.
16. If an Employee is required to work on any of the above designated Holidays, she/he  
4 shall be paid double time for all hours worked on the Holiday; or at the Employee's  
option, she/he may choose to be paid at his/her regular rate for hours worked on the  
holiday and receive another day off within thirty (30) days following the holiday.
16. In order to be eligible for holiday pay, an Employee must work his/her last scheduled  
5 working day before and his/her first scheduled working day after the holiday. An  
Employee who is scheduled to work on any holiday and fails to report to work shall  
receive no holiday pay.
16. If the holiday falls on an Employee's day off or during an Employee's vacation, the  
6 Employee will receive the holiday pay.
16. Request for personal days must be submitted in writing to the Employee's department  
7 head at least two (2) weeks in advance of the day requested. In the case of bona fide  
emergencies, the notice requirement may be waived. The Employer may grant the  
request after taking into consideration the availability of a qualified replacement or lack  
thereof.

### **ARTICLE 17: SICK LEAVE**

17. Sick leave is defined as an absence of an Employee from work by reason of illness or  
1 non-work connected accident which is not compensable under the Workers'  
Compensation laws of the Commonwealth of Pennsylvania.

2 Employees will accrue eight (8) days each year with a maximum accrual balance of two hundred and forty (240) hours.

17. ***Notification and Proof of Illness***

3 To be eligible for benefits under this Article, Employees who are absent must notify the Employer two (2) hours prior to the start of their regularly scheduled shifts. The Employer may require written clarification from a physician or other proof of illness or injury hereunder for those Employees absent more than three (3) consecutive days. Employees who have been on sick leave may be required to be examined by the Employer's doctor or his designee before being permitted to return to duty.

17. ***On-the-Job Injury***

4 If an Employee is injured during the course of any work day and reports the injury to the Employer, the Employer agrees to pay the Employee for time lost from work while receiving treatment in a clinic or hospital, if required. If, on the orders of a physician, an Employee is kept in the hospital or sent home, said Employee shall be paid for the balance of the work day at his/her appropriate hourly rate of pay.

17. The Employer shall furnish to the Union the name of its Workers' Compensation insurance carrier and the policy number, upon the execution of this Agreement.

17. In the event than an Employee becomes eligible for benefits under the Pennsylvania Workers' Compensation Laws due to sickness or injury as a result of employment, the Employee shall be paid at his/her regular rate of pay for the first seven (7) calendar days in which the Employee loses time due to such illness or injury as long as she/he has sick time available. If the Employee remains eligible for Workers' Compensation benefits for at least fourteen (14) calendar days, the Employer shall reimburse the Employer for the seven (7) calendar days as aforesaid.

17. Employees may use accumulated vacation days for absence due to illness in the immediate family.

***ARTICLE 18: HEALTH AND WELFARE***

18. The Employer shall provide medical, dental and vision benefits as attached.

1

***ARTICLE 19: PERSONNEL FILES***

19. Personnel records shall be maintained for each Employee. These records are strictly confidential, and requests for credit and Employee information cannot be released without the written consent of the Employee. The record remains the property of the Employer.

19. An Employee, and his/her Union Representative and/or Delegate, upon consent of the Employee, may inspect the contents of his/her personnel file under the following terms and conditions:

- a) She/he must make an appointment with the Administrator.
- b) She/he will not be paid for the time inspecting his/her file.
- c) Nothing may be removed from the file; and
- d) Nothing may be written by the Employee or his/her representative or Delegate on any papers in the file.

Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who is aggrieved by the content of such evaluations shall have the right to pursue the validity of the evaluation through the grievance procedure herein provided up through Step 4. The decision of the Regional Director of Labor & Employment or his/her designee shall be final.

The Employer shall review written disciplinary notices and performance evaluations with the Employee, and the Employee may make written comments on such documents, and such comments shall remain a permanent part of the document. The Employee shall sign the disciplinary notice and/or evaluation to indicate it has been reviewed and such signature shall not necessarily be construed as agreement by the Employee with the disciplinary notice or evaluation. The Employee will be given a copy of all such documents.

19. Disciplinary warnings shall be removed from an Employee's file one (1) year after the warning was issued. All minor infractions on an Employee's record shall be cleared after twelve (12) months, provided that the twelve (12) month period shall be free of related infractions.

Discipline related to resident care related offenses shall not be removed from an Employee's file.

19. Employees shall be required to maintain their current addresses on file in the Employer's office. All notices to Employees will be considered to have been properly sent if they are sent to the last address of record.

### **ARTICLE 20: RESIGNATION**

20. An Employee who resigns will give the facility two (2) weeks' advance written notice of his/her intention to resign.
20. Unused vacation for the calendar year will be paid to those Employees who work all scheduled days during their two-week notice period.

Unused vacation pay will not be paid upon termination (with or without cause) or upon resignation for those Employees who fail to provide the required two-week notice or who fail to work all scheduled days during the two-week notice period.

### **ARTICLE 21: DISCHARGE AND PENALTIES**

- 2 The Employer shall have the right to discharge, suspend or discipline any Employee for just cause in a timely manner.
- 2 The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Grievances relating to discharge or suspension shall be in writing and submitted to the Employer within seven (7) working days following the action. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance procedure.
- 2 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

### **ARTICLE 22: GRIEVANCE PROCEDURES**

- 2 A grievance shall be defined as a dispute or complaint between the Employer and the Union or an Employee arising under or out of this Agreement or the interpretation, application, or any allege breach thereof, and shall be processed and disposed of in the following manner:

Step 1 Within ten (10) working days (except as provided in Article 21, "Discharge and Penalties"), an Employee having a grievance and/or his/her Union Delegate or other representative shall take it up with his/her immediate supervisor. The Employer shall give an oral answer to the Employee and/or Union Delegate or other representative within five (5) working days after its presentation.

Step 2 If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. The grievance shall be reduced to writing, signed by the grievant and/or his/her Union representative, and be presented to the department head. A grievance so presented in Step 2 shall be answered by the Employer 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 shall be presented in this step to the facility administrator or representative designated by the Employer, or a designee, and the Administrator or a designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this step.

Step 4 If the grievance is not settled in Step 3, it may be submitted to the Director of Labor Relations or his/her designee within five (5) working days after the receipt of the answer in Step 3. The Director of Labor Relations or a designee shall hold a hearing if requested by the Union and shall give the answer in writing to the Employee and the Union within ten (10) work days after receiving such grievance. The time limit specified in Step 4 may be waived by agreement of the parties.

- 2 Failure on the part of the Employer to answer a grievance at any step shall not be deemed  
2 acquiescence thereto, and the Union may proceed to the next step.  
2
- 2 Anything to the contrary notwithstanding, a grievance concerning a discharge or suspension may  
2 be presented initially to the Administrator at Step 3 in the first instance, within the time limit  
3 specified in Article 21, "Discharge and Penalties."
- 2 Without waiving its statutory rights, a grievance on behalf of the Employer may be presented  
2 initially at Step 3 by notice in writing addressed to the Union at its office.  
4
- 2 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and  
2 holidays.  
5
- 2 A grievance which affects a substantial number or class of Employees, and which the Employer  
2 representative designated in Step 1 and 2 lacks authority to settle, may initially be presented at  
6 Step 3 by the Union representative.

### **ARTICLE 23: ARBITRATION**

- 2 A grievance which has not been resolved may, within twenty (20) working days after completion  
3 of Step 4 of the grievance procedure, be referred for arbitration by the Employer or the Union to  
1 an arbitrator selected in accordance with the procedures of the American Arbitration Association.  
The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing  
of the American Arbitration Association (AAA).
- 2 The fees and expenses of the AAA and the arbitrator shall be borne equally by the parties. All  
3 other expenses will be paid by the party incurring them.  
2
- 2 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer,  
3 the Union and the Employees.  
3
- 2 If the Union fails to process the grievance at any step within the time limits, the grievance shall  
3 be deemed to have been withdrawn. If the Employer's designated representative fails to answer a  
4 grievance within the specified time limits, the Union shall have the right to immediately appeal  
the grievance to the next step of the grievance procedure.
- 2 The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in  
3 Article 22, "Grievance Procedure," and she/he shall have no power to add to, subtract from, or  
5 modify in any way any of the terms of this Agreement.
- 2 The time limits specified in this Article may be waived or modified by mutual written agreement  
3 of the parties at any time. Absent such written agreement, the time limits contained herein shall  
6 be strictly construed.
- 2 All notices required herein shall be in writing.  
3.  
7
- 2 An arbitrator shall not draw an adverse inference from the failure of a resident or family member  
3 to testify at arbitration proceedings.  
8

### **ARTICLE 24: NO STRIKE OR LOCKOUT**

- 2 No Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or  
4 interruption of work, boycott, or other interference with the operations of the Home.  
1
- 2 The Employer will not lock out Employees during the term of this Agreement.  
4.  
2
- 2 In the event that an unauthorized strike or other interference with work occurs, the Union shall:  
4.  
3
- a) Notify the Employer that such strike or other interference with work is unauthorized;
  - b) Order its members to return to normal work;
  - c) Advise the Employees, in writing, that the strike or other interference with work is  
unauthorized and that the Employees are directed to cease such action and return to  
normal work.

### **ARTICLE 25: SAFETY**

- 2 The Employer will make all reasonable provisions for the safety and health of its Employees in

5. accordance with applicable laws. The Union agrees to cooperate with the Employer in assuring  
1 conformance to all established safety regulations.

2 A safety and health committee will be formed to meet at least once each quarter at a time  
5. mutually agreeable to both parties with a bargaining unit representative in attendance from each  
2 department, along with an equal representation from the Employer. The purpose of the meetings  
will be to apprise each other of problems, concerns, suggestions and other matters relating to the  
health and safety of the facility. It is understood that meetings can be called more frequently on a  
need basis.

### **ARTICLE 26: WAGES**

2 A. All Certified Nursing Assistants and all other bargaining unit employees shall be entitled to  
6. following shift differential:

- 1
- 3-11: \$0.25 per hour
  - 11-7: \$0.25 per hour (Employees hired prior to 2/1/17)  
> Employees hired after 2/1/17 who work the 11-7 shift are not entitled to shift differential.
  - Weekend Differential: \$0.25 per hour

B. Licensed Practical Nurses

- Shift Differential: 3-11/ \$2.00 per hour

C. All Licensed Practical Nurses shall receive the following wage increases:

- Effective 5/1/19: \$0.40 per hour
- Effective 5/1/20: \$0.40 per hour
- Effective 5/1/21: \$0.40 per hour

D. All Certified Nursing Assistants and other bargaining unit employees shall receive the following wage increases:

- Effective 5/1/19: \$0.25 per hour
- Effective 5/1/20: \$0.25 per hour
- Effective 5/1/21: \$0.25 per hour

2 Paycheck errors in excess of \$50.00 in value shall be corrected within seventy-two (72) hours  
6. provided the error was a result of a processing error made by the Company. Paycheck errors less  
2 than \$50.00 will be corrected in the Employee's next paycheck.

### **ARTICLE 27: EFFECT OF LEGISLATION – SEPARABILITY**

2 Should any Article, Section, or portion thereof, of this Agreement be held unlawful and  
7. unenforceable by any court of competent jurisdiction, such decision of the court shall apply only  
1 to the specified Article, Section, or portion thereof directly specified in the decision, provided  
however, that upon such a decision the parties agree to meet to negotiate a substitute for the  
invalidated Article, Section or portion thereof.

### **ARTICLE 28: SOLE AGREEMENT AND WAIVER**

2 This Agreement constitutes the sole and entire Agreement between the parties and supersedes al  
8. prior agreements, oral and written, and expresses all the obligations of, or restrictions imposed  
1 on, the respective parties during its term. This Agreement can be changed only by a written  
Amendment executed by the parties hereto. The waiver in any particular instance of any term or  
condition of this Agreement or any breach thereof shall not constitute a waiver of such term or  
condition or any breach thereof in any other instance.

### **ARTICLE 29: SCOPE OF BARGAINING**

2 The Employer and the Union acknowledge that during the negotiations which resulted in this  
9. Agreement, each party had the unlimited right and opportunity to make demands and proposals  
1 with respect to any subject or matter not removed by law from the area of collective bargaining,  
and the understandings and agreements arrived at by the parties after the exercise of that right  
and opportunity are set forth in this Agreement.

### **ARTICLE 30: SUCCESSORSHIP**

3 In the event of a transfer, sale or assignment of the Employer's facility, the Union shall be  
0. notified expediently, and in advance, of such action. The Employer will advise a prospective  
1 buyer of the existence of the collective bargaining agreement and request the buyer retain all  
current Employees and maintain the wages, benefits and conditions constituting this Agreement.



**ARTICLE 31: UNIFORMS**

- 3 Employees working for the Employer are required to wear uniforms during the performance of
- 1 their duties. Every June 1st all Employees shall receive a \$125 uniform allowance per year and
- 1 shall be permitted to purchase additional uniforms at the Employee's cost. Employees are
- responsible for the maintenance and repair of the uniforms and who lose or carelessly destroy
- uniforms are required to purchase replacements.
- 3 Upon termination, Employees are required to return the uniforms to the Employer. Upon receipt
- 1 of the uniform the Employee must sign agreements to return the uniforms when leaving
- 2 employment or the cost will be deducted from the Employee's final pay.
- 3 The Company agrees to meet with the bargaining committee before making any changes to the
- 1 uniform policy.
- 3

**ARTICLE 32: MISCELLANEOUS**

- 3 A safety incentive program as long as in its sole discretion the Employer determines it to be
- 2 worthwhile. In the event the Employer determines that the program needs changed, the Employer
- 1 may modify or cancel at its sole discretion.
- The company will arrange for a representative to hold a series of meetings with Employees
- within ninety (90) days after ratification to explain the provisions of the company 401(k) savings
- plan.

**ARTICLE 33: DURATION OF AGREEMENT**

- 3 This Agreement shall be in full force and effect for the period commencing January 25<sup>th</sup>, 2019
- 3 through midnight, June 30<sup>th</sup>, 2021. The Employer and the Union agree to jointly enter into
- 1 discussion relative to a renewal of this Agreement not later than the ninetieth (90<sup>th</sup>) day
- immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 30<sup>th</sup> day of June 2021.

**LIBERTY CARE CENTER**

**NATIONAL UNION OF HOSPITAL  
CARE EMPLOYEES, DIVISION OF  
AFSCME, AFL - CIO and ITS  
AFFILIATE, DISTRICT 11990**

*[Handwritten Signature]*  
 \_\_\_\_\_  
 SVP  
 \_\_\_\_\_  
 05/02/19  
 \_\_\_\_\_

*[Handwritten Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**APPENDIX A: LETTER OF UNDERSTANDING**


**LABOR/MANAGEMENT MEETINGS**

Labor/Management meetings are solely set to promote favorable conditions for Employees and Residents and can be called by either the Employer or the Union. The Employer and the Union, as evidence of attitude and intent, agree that during the life of this Agreement, individuals from both parties (not to exceed three [3] from each) will be designated for the purpose of discussing Employee/Employer concerns, problems and ideas related to the facility. The meetings may

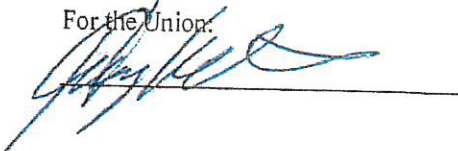
be on work time. Such meetings shall not be for the purpose of initiating or continuing collective bargaining or in any way to modify or detract from the collective bargaining agreement.

It is understood that at the all of either party, Federal Mediation can be requested. Both parties agree to meet no less than quarterly, starting monthly meetings beginning thirty (30) days following the execution of this Agreement.

For the Company:



For the Union:



Date:

05/02/2019

Date:

\_\_\_\_\_

#### **APPENDIX B: WAGES**

##### **LICENSSED PRACTICAL NURSES**

<b>YEARS</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
0-2 YEARS	\$23.18	\$23.64	\$24.11
3-5 YEARS	\$23.95	\$24.43	\$24.91
6-10 YEARS	\$24.98	\$25.48	\$26.00
11 + YEARS	\$26.27	\$26.79	\$27.33

##### **CERTIFIED NURSING ASSISTANT**

<b>YEARS</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
0-1 YEARS	\$12.98	\$13.24	\$13.50
2-4 YEARS	\$13.24	\$13.50	\$13.77
5-9 YEARS	\$13.49	\$13.76	\$14.04
10+ YEARS	\$13.75	\$14.12	\$14.30

##### **NON NURSING UNITS**

	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
LAUNDRY	\$11.16	\$11.37	\$11.59
HOUSEKEEPING	\$11.16	\$11.37	\$11.59
DIETARY	\$11.16	\$11.37	\$11.59
ACTIVITIES	\$11.30	\$11.52	\$11.73
MAINTENANCE	\$11.50	\$11.71	\$11.92
RELIEF COOK	\$11.50	\$11.71	\$11.92
COOK	\$12.85	\$13.11	\$13.37
FLOOR TECH	\$12.50	\$12.71	\$12.92

#### **SIDE LETTER**

1. New owner is not responsible for any unused accrued or earned benefits arising prior to takeover of operations
2. New owner is not responsible for grievances, arbitrations, or ULP's that arose prior to takeover of operations

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

DO NOT WRITE IN ABOVE SPACE - FOR OFFICE USE ONLY  
National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO  
1319 Locust Street, Philadelphia PA 19107  
APPLICATION FOR MEMBERSHIP

Please Print

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

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

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

**CHECK-OFF AUTHORIZATION**

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

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

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

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

This authorization is made pursuant to the provisions of applicable law including section 302(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 (10<sup>th</sup>) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the Center at the following address:

\_\_\_\_\_

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

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

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

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

Department \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

***EXHIBIT 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. Social Security No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Register and Vote!*

District 1199C Political Action Fund  
Check-Off Authorization

Date \_\_\_\_\_

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

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

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

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

Handwritten marks and symbols in the top right corner, including a small crescent-like shape and several dots.

A small handwritten mark or symbol on the right side of the page.

A small handwritten mark or symbol near the bottom right corner of the page.