

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**MAJESTIC OAKS NURSING AND REHABILITATION  
D/B/A**

**MAJESTIC OAKS REHABILITATION AND NURSING CENTER  
and**

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

**April 30<sup>th</sup>, 2018 – March 31<sup>st</sup>, 2023**



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## ***AGREEMENT***

THIS AGREEMENT, effective as of June 13<sup>th</sup>, 2015 entered into between Majestic Oaks Nursing and Rehabilitation D/b/a Majestic Oaks Rehabilitation and Nursing Center, 333 Newtown Road, Warminster, Pennsylvania 18974 (hereinafter referred to as the "Home") and NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO AND ITS AFFILIATE DISTRICT 1199C (hereinafter referred to as the "Union").

## ***WITNESSETH***

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

WHEREAS, it is the intent and purpose of these parties hereto that this Agreement promote and improve the care and comfort of the parties and residents of the Home as well as of its Employees, to avoid interruptions and peacefully resolve all disputes and differences between the parties, 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: UNION RECOGNITION AND UNITY***

1.1 *Collective Bargaining Unit*

The Home recognizes the Union as the exclusive collective bargaining representative of the employees of the Home as defined in Section 1.2 of this Article.

1.2 *Employee Defined*

Whenever used in this Agreement, the term "Employee" shall mean all full-time and regular part-time Nursing Assistants, Certified Nursing Assistants, Dietary Aides, Dishwashers, Physical Therapy Aides, Recreational Therapy Aides, Housekeepers (including floor persons) and Laundry Aides. Excluded are all other employees, including Professional Employees, LPN's, LGPN's, RN's, Administrative Assistants, Clerical Employees, Cooks, Van Pool Drivers, High School Students, Guards and Supervisors.

1.3 *Probationary Employee*

All employees newly hired or rehired after termination of their seniority shall be considered "probationary" employees until completion of ninety (90) calendar days, excluding scheduled days absent. The probationary period may be extended upon agreement with the Union. During and at the end of the probationary period, the Home may discharge any such probationary employee in its discretion and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement. When an employee being trained for a job spends less than

Twenty-five percent (25%) of his/her time on the payroll, only such time actually spent on the job shall be counted for the purpose of computing this probationary period.

1.4 Temporary Employee

A temporary employee excluded from the bargaining unit is one who is hired for a period of up to three (3) months (or, in the case of someone replacing an employee on an authorized leave, for the length of the leave) and is so informed at the time of hire, and who is hired to fill a temporary job or for a special project or to replace any employee on leave or vacation. The said three (3) month period may be extended up to an additional two (2) months, with the consent of the Union, which shall not be unreasonably withheld; however, such employee shall become a member of the Union after expiration of such initial or extended period if the employee is hired as a regular employee.

1.5 Part-Time Employee

Part time employees covered by this Agreement are hereby defined as those who work more than sixteen (16) hours per week. Part-time employees shall be eligible for all fringe benefits on a pro-rated basis, except for Health Insurance and Bereavement Leave. (These part-time employees may elect to purchase health insurance at their expense.) Employees who normally are scheduled to work at least thirty-two (32) hours per week shall be treated as full-time employees for purposes of health and life insurance.

## **ARTICLE 2: UNION SECURITY**

- 2.1 All employees who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.
- 2.2 All employees on the active payroll as of March 1<sup>st</sup>, 1993 who are not members of the Union shall become members of the Union, within thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 2.3 All employees hired after the effective date of this Agreement shall become members of the Union no later than the ninetieth (90<sup>th</sup>) calendar day after the commencement of work and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 2.4 For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.
- 2.5 Subject to the Grievance Procedure provisions contained in this Agreement, an employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

2.6 Home Indemnification

It is specifically agreed that the Home 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 Home harmless from any claims, actions or proceedings by an employee arising from the Home's compliance with the provisions of this Article.

**ARTICLE 3: CHECK-OFF**

3.1 Dues Check-Off

Upon receipt of a written authorization from an employee in the form annexed hereto as Exhibit A, the Home shall, pursuant to such authorization, deduct from the wages due said employee each month, starting not earlier than the first (1<sup>st</sup>) pay period following the completion of the employee's probationary period, and remit to the Union regular monthly dues and initiation fees 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 Home agrees to make the revised deduction from the employee's pay upon thirty (30) days' written notice from the Union.

3.2 Upon thirty (30) days' written notice from the Union, the Home agrees to remit said dues and initiation fees to the Philadelphia office of the Union as designated in said notice.

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

3.4 Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, and who demonstrates such membership and adherence to the Union and the Home, shall not be required to join and remain a member of the Union as a condition of employment.

3.5 Such employees shall be required, as a condition of continued employment, to remit to either The Lupus Foundation, the Sickle Cell Anemia Foundation, or the American Cancer Society, recognized and valid charities under Section 501 (c) (3) of Title 26 of the Internal Revenue Code, monthly a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Home from the employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by the Home to the charity designated by the employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".

3.6 If any such employee who holds conscientious objections requests the Union to utilize the Grievance/Arbitration Procedure, as provided for in this Agreement, on the employee's behalf, the Union is authorized to charge the employee the reasonable cost of using such procedure.

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 if arbitration is determined to be appropriate by the Union. Only the Union shall have the authority to determine whether a grievance on behalf of such employee shall be taken to arbitration.

- \* If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the employee's pay in accordance with Exhibit "B", attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
- \* 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/Arbitration Procedure of this Agreement.

3.7 The Home 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 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 Home will immediately resume the obligation of making said deductions, except that deductions from terminated employees shall be governed by Section 3.1, 3.4 and 3.5 hereof. These provisions, however, shall 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 3.4 and 3.5.

3.8 The Home shall not be obligated to make dues deductions or charitable deductions of any kind from any employee who, during any dues month involved, shall have failed to have received sufficient wages to equal the dues or charitable deductions.

3.9 Each month the Home shall remit to the Union all deductions for dues and initiation fees or deductions for the Grievance and Arbitration Procedure in accordance with Section 3.6 hereof, made from the wages of employees for the preceding month, and forward such 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 and/or initiation fees and/or grievance and arbitration fees have been deducted and their Social Security numbers. In addition, each month the Home shall forward to the Union a list of all employees from whom charitable contributions have been deducted in accordance with the provisions of Section 3.6 hereof together with the amount from each employee.

3.10 Employee Lists

The Home 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 names of employees on leave of absence.

3.11 Home Indemnification.

It is specifically agreed that the Home 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 Home harmless from any claims, actions or proceedings by an employee arising from deductions made by the Home 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 dispositions

thereafter shall be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

- 3.12 Upon receipt of a written authorization from any employee in the form annexed hereto and marked Exhibit "C" the Employer agrees to check-off once each month, the sum specified in said authorization and remit the same to the Union for District 1199C Political Action Fund.

#### ***ARTICLE 4: MANAGEMENT FUNCTIONS***

- 4.1 All management functions and responsibilities which have not been expressly modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the Home. More specifically, the Home reserves the right to establish, modify and administer policies and procedures related to patient and resident care, and research, education, 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 determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the Home; to determine the number, location and operation of divisions, departments of all other units of the Home; the assignment of work, the qualifications required and the size and composition of the workforce; to make or change Home rules (including rules of conduct), 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 and resident care, and direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

#### ***ARTICLE 5: SENIORITY, PROMOTION, LAYOFF AND RECALL***

5.1 Definition of Seniority

- ✦ "Home" seniority is defined as the length of time an employee has been continuously employed in any capacity in the Home.
- ✦ "Department" seniority is defined as the length of time an employee has worked continuously in a specific department.
- ✦ "Classification" seniority is defined as the length of time an employee has worked continuously in a specific job classification within a department.

5.2 Probationary Employee

An employee's Home seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

5.3 Accrual of Seniority

- a) Home seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months, provided that the employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of six (6) months or the



length of an employee's continuous employment, if the employee is recalled into employment; and during a medical leave up to six (6) months.

- b) Department seniority shall accrue during the periods specified in (a) above and during the time an employee works continuously in a specific department.
- c) Classification seniority shall accrue during the periods specified in (a) above and during the time an employee works in a specific job classification.
- d) A temporary employee as defined in Article 1, Section 1.4, shall have no seniority during the time he/she occupies the status of a temporary employee. Should any temporary employee become a regular employee, then his/her seniority shall be retroactive to the date of employment, except as otherwise provided in Section 5.4 (c) of this Article.

#### 5.4 Application of Seniority

- a) Classification seniority shall apply in layoffs and recalls, and for scheduling of vacations as herein provided.
- b) Home seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- c) Employees whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purposes of layoff, be considered to have classification seniority which may be exercised only within the project or grant to which assigned. Such employees shall be considered to have Home seniority for purposes of transfer or recall to a vacant position outside the special project, provided in each case that the Home determines that the employees retained or recalled have the qualifications and ability to perform the work.
- d) Absence from work in excess of four (4) continuous weeks shall not be credited or accrued towards seniority for purposes of paid vacation or sick leave.
- e) All delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their term of office. At the expiration of their term of office, or removal or resignation, they shall return to their regular seniority lists for the duration of their terms of office. At the expiration of their term of office, or removal or resignation, they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall.

#### 5.5 Layoff

- a) In the event of a layoff within a job classification, all non-bargaining unit employees within that job classification or group will be laid off first. Then probationary employees within that job classification or group shall be next to be laid off without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority.
- b) In the event that an employee is scheduled to be laid off in one department and there exists a vacant job in another department for which the employee has equal qualifications and the ability to perform, the Home seniority shall prevail in assigning such qualified employees scheduled to be laid off to such vacant jobs.



- c) Part-time unit employees shall be given the option of being considered for full-time employment before the Home hires from the outside.

5.6 Recall to Work

- a) Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their classification seniority in the reverse order from which they were laid off. If a vacancy is to be filled in a job classification within the bargaining unit where no employees in that classification have recall rights, then the laid-off employee with the most Home seniority will be recalled if he has equal qualifications and the ability to perform the work, and if not, the next senior employee with equal qualifications and ability to perform the work will be recalled, and so on.
- b) Probationary employees who have been laid off have no recall privileges.

5.7 Promotion

Whenever new jobs within the bargaining unit which present promotional opportunities occur, the following procedure shall be used in filling such vacancies. The Home agrees to post notice of job vacancies for five (5) calendar days and to consider the qualifications of any applicants for such vacancies. The employee selected for the new job shall have a ten (10) day trial period. If in the opinion of the Home the employee does not qualify, he/she shall be returned to his/her former classification.

When an employee is transferred as a result of application of the provisions of this section, he/she is ineligible for a period of one (1) year from the date he actually commences work on his/her new job or in his/her new classification to bid for new jobs or vacancies.

Where a promotional opportunity in a bargaining unit job occurs and two or more employees are under consideration for such job, the Home shall give due consideration to their seniority and qualifications, and where their qualifications and ability to perform the job are equal, first, classification seniority, and second, department seniority, in order of preference, shall be the governing factor in the promotion. If there are no qualified employee applicants, the Home may hire from the outside.

The Home may postpone for up to two (2) weeks the promotion until the Home finds a replacement for the employee's former position.

5.8 Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a) Discharge for just cause, quit, resignation or retirement.
- b) Willfully exceeding an authorized leave of absence.
- c) Absence for one (1) consecutive work day without notifying the Home during the absence.
- d) Failure to return to work within three (3) consecutive days after due notification of recall from layoff by the Home to the employee and the Union, unless the employee so recalled

- notifies the Home during said three (3) days (unless physically impossible to do) of an illness or accident preventing the employee from working, as evidenced by written certification of a physician or other proof if requested by the Home or other satisfactory reason for such absence.
- 5.8
- e) Layoff in excess of nine (9) consecutive months since the employee's last day worked for the Home or a period exceeding the length of the employee's Home seniority; whichever is less.
  - f) Failure to return to work from an FMLA Leave without giving notice prior to the expiration of the leave.

## ***ARTICLE 6: HOURS OF WORK***

### 6.1 Regular Work Day

A "regular work day" for full-time employees shall consist of eight (8) consecutive hours, including one-half (1/2) hour unpaid meal period except that the "regular work day" for full-time employees in the Housekeeping Department work day shall consist of six (6) consecutive hours, including one-half (1/2) hour unpaid meal period.

### 6.2 Regular Work Week

The "regular work week" shall consist of thirty-seven and one half (37.5) hours within the work week on any five (5) days of seven (7) days of the week, except that full-time employees in the Housekeeping Department normally shall be scheduled to work thirty (30) hours per work week.

### 6.3 Hours Worked

Nothing in this Agreement shall be constructed as a guarantee by the Home of hours worked per day, per week or per year. Employees shall report dressed and ready for work at their job location and quit work at their job location at the time designated by the Home as the beginning and end of their regular work day, unless expressly assigned to overtime.

### 6.4 Lateness

Employees shall not be docked pay for lateness of less than eight (8) minutes. Lateness of eight (8) to fifteen (15) minutes shall result in the employee's being docked for fifteen (15) minutes. Lateness in excess of fifteen (15) minutes shall be docked on a minute for minute basis. Employees may be disciplined and ultimately discharged for excessive lateness.

### 6.5 Rest Periods

Employees who are scheduled to work an eight (8) hour shift shall be entitled to two (2) rest periods of fifteen (15) minutes during their regular work day as scheduled by the Home for each employee. These rest periods shall be considered as time worked.

### 6.6 Reporting Pay

Any employee who reports for work at the scheduled time shall be given the opportunity to work at least four (4) hours or, in lieu thereof, shall be paid for four (4) hours of work, provided the

employee has provided the Home with an up-to-date telephone number for reaching the employee.

6.7 Weekends Off

Employees on the present payroll shall maintain every other weekend off. Those with greater benefit shall maintain said benefit. Employees hired after the effective date of this Agreement shall receive (if for the efficient operation of the Home) every other weekend off beginning six (6) months after hire. Any employee who calls out on a scheduled weekend shift will be required by the Employer to make up that weekend shift within thirty (30) days of the callout.

6.8 New Units

- a) Upon advance notification to the Union, the Employer may establish post probation minimum rates for skilled nursing specialty units that may be created. The Union may request a reasonable amount of time to negotiate job rates for such skilled nursing specialty nursing units, but in no event shall such negotiations exceed two (2) weeks after the initial discussion
- b) Current employees would have the right to bid into bargaining unit positions pursuant to Article 5.7 of the agreement and maintain their rate, benefits and seniority.
- c) During the first ninety (90) days in the new position, the employee may elect to return to his/her former position upon the first available opening in said position by providing written notice of his/her election. During the first ninety (90) days in the new position, the Employer may provide written notice of its intent to return the employee to his/her former position upon the first available opening in said position. In either case, the employee will be restored to his/her previous rate, benefits and seniority. The restoration of an employee to his/her former position may occur up to two (2) weeks after the first ninety (90) days in the new position.

6.9 New Shift Options

The Employer may develop shift options and establish associated rates of pay, which shall be awarded pursuant to the posting process. Employees on new established shift options shall not displace current employees from their current regular shifts. The Union may request a reasonable amount of time to negotiate job rates for such shift options. In this event, such negotiations shall not exceed two (2) weeks' time after the initial discussion.

6.10 Additional Hours of Work

The Employer will post a "We Need" list, when the initial schedule is posted, broken out by day and shift. After the "We Need" list has been posted for three (3) days, the Employer shall remove the list and distribute additional shifts on a seniority basis among employees in the classification who had signed the list and who will be eligible for up to forty (40) straight-time hours and, thereafter, on a seniority basis among employees in the classification who will be eligible for time and one-half (1-1/2) pay. The distribution of additional shifts shall appear on an updated final schedule within three (3) days of the "We Need" list being removed. Employees are obligated to check the final schedule and report to work as indicated. The Employer may fill any remaining openings on the final schedule in accordance with Article 4 of the Agreement.

6.11 Adjustment of Regularly Scheduled Hours

An employee who is regularly scheduled to work beyond the hours he/she was hired to work may make a written request to have his/her regular schedule adjusted to reflect such hours. The Employer shall make its determination whether to adjust the requested changes within five (5) working days.

## **ARTICLE 7: WAGES**

7.1 Purpose of Article

The sole purpose of this Article is to provide a basis for the computation and payment of straight time, overtime and other premium wages. The Home's pay practices and procedures established under this Agreement shall govern the calculation and computation of all wages.

7.2 Regular Rate

"Regular Rate" of pay is defined as the employee's straight- time wage rate, excluding shift differential.

7.3 Shift Differential

- a) All bargaining unit employees hired on or before June 30<sup>th</sup>, 2005: A shift differential of Fifty Cents (\$.50) per hour shall be paid to all employees for shifts commencing at or after 3:00 p.m. and before 5:00 a.m. No shift differential shall be paid for shifts beginning before 3:00 p.m.
- b) All bargaining unit employees hired on or after July 1<sup>st</sup>, 2005: A shift differential of Twenty-five Cents (\$.25) per hour shall be paid to all employees for shifts commencing at or after 3:00 p.m. and before 5:00 a.m. No shift differential shall be paid for shifts beginning before 3:00 p.m.

7.4 Temporary Rate

- a) Higher Paid Job. If the temporary transfer is to a bargaining unit job classification with a higher starting rate than the employee's regular rate and if the employee is performing the essential functions of the job, he/she shall be paid at least the post probation minimum rate for that position.
- b) Lower Paid Job. If the temporary transfer is to a lower paid job classification, the employee shall continue to be paid at the regular rate of his/her regular job classification, except where such temporary transfer is made in lieu of layoff, at the employee's option.

7.5 Time and One-Half Pay

Time and one-half pay shall be paid in excess of forty (40) hours in any work week.

7.6 Overtime Pyramiding

There shall be no duplication or pyramiding in the computation of overtime and other premium wages.

7.7 Work Assignment/New Classification

In the event a new classification is established, the Home shall assign a starting rate to it and advise the Union of the proposed rate for the new job.

- a) The Home shall provide the Union with a written description of the new classification which shall describe the job contents sufficiently to identify the new duties.
- b) Upon receipt of the job description, the Union shall be given an opportunity to meet with the Home if the Union wishes to meet to discuss the new classification and the assignment of a pay rate. If the parties are unable to agree to a rate for the job, the rate for the job may be submitted through the grievance procedure.

7.8 Wage Increases and Minimum Wage Rates

- a) Non-probationary employees employed on the following dates shall receive the applicable increases set forth in Appendix "A".
- b) The Home may hire employees at rates which are twenty-five cents (\$.25) below the rates set forth in Appendix "A" provided that the employees are increased to the applicable non-probationary minimum rate upon completing probation.

Effective Date	Wage Increase Percentage
4/1/2018	3.25%
4/1/2019	2.75%
4/1/2020	2.0%
4/1/2021	2.0%
4/1/2022	2.0%

**CNA's only**

Minimum rate: \$13.50

The Employer and the Union agree to establish a new starting CNA wage rate and recognize that some incumbent employees are currently below the rate. The parties intend to move CNAs who are below the new job rate to the new job rate. Employees who have movement of greater than 3.25% shall have that movement represent a percentage increase to their current wage rate and shall be referred to as the "adjustment percentage." All employees who receive the adjustment percentage, or employees who are hired after April 1<sup>st</sup>, 2018, shall receive the following wage increases for the remainder of the agreement:

Effective Date	Wage Increase Percentage
4/1/2019	1.0%
4/1/2020	1.0%
4/1/2021	1.0%
4/1/2022	1.0%

Top Rate: \$15.00

All incumbent employees who currently earn more than \$13.50 per hour, or who are less than 3.25% below \$13.50, shall receive the wage increase outlined above (3.25%, 2.75%, 2.0%, 2.0% and 2.0%). However, those employees shall only receive those percentage wage increases until their rate equals \$15.00 per hour. After that, the percentage increases shall be converted to a bonus payment.

For Example, a current CNA earning \$13.68 per hour will receive a 3.25% increase (\$14.12) on 4/1/18, a 2.75% increase (\$14.51) on 4/1/19, and a 2.0% increase (\$14.80) on 4/1/20. However, on 4/1/21, the employee will only receive a 1.3% increase (\$15.00), and a 0.7% bonus. On 4/1/22, the employee will receive a 2.0% bonus. ALL OTHER CLASSIFICATIONS (recreation aides, PT aides, dietary aides, housekeeping/laundry aides) will receive across the board wage increases as set forth above in year of the contract and the wage increases will go into the starting wage rate for these classifications only.

**ARTICLE 8: HOLIDAY**

- 8.1 a) Full-time employees and part-time employees are eligible for holidays under Section 1.5 above on the Home's active payroll who work the scheduled working day before and the scheduled working day after:

New Year's Day	Independence Day
Norman Rayford Day (August 28)	Memorial Day
Thanksgiving	Labor Day
Christmas Day	Martin Luther King, Jr's Birthday

- b) Eligible Employees who work on the scheduled holidays set forth in Section 8.1 above, shall be paid at the rate of time and one-half the employee's current straight time hourly rate. Additionally the employee shall be granted another day off with pay within thirty (30) days prior to or after the holiday.
- c) If a holiday falls on an eligible employee's regularly scheduled day off, the employee shall receive an additional day's regular pay or a day off with regular pay within thirty (30) days prior to or after the holiday in consultation with the Home and provided staffing levels permit, provided the employee works the regularly scheduled hours of the normal work days immediately before and after the said employee's regularly scheduled day(s) off.
- d) Part-time employees shall receive one and one-half times their regular rate of pay for time worked on any contractual holiday.

- 8.2 Employees shall be made whole for holidays listed in the following manner:

Eligible employees, as defined in Section 1.5, who worked a holiday shall receive an additional paid day off. In the event that employee is advanced payment for the holiday, and then leaves Majestic Oaks employment prior to working the holiday, the employee agrees to and authorizes the Facility to pay any monies advanced from the final check.

8.3 Personal Day

Full-time employees and part-time employees eligible for personal days under Section 1.5 above shall receive two (2) personal days per anniversary year, which shall accrue on the employee's employment anniversary. Personal days shall be scheduled three (3) weeks in advance and with the approval of the Home, provided, however, that the number of employees who take such personal day on any given day does not interfere with the efficient operation of the Home. Personal days shall be given on an emergency basis. The parties agree to maintain the current practice regarding whether an employee can carry over accrued personal days beyond his/her next anniversary and the intervals in which personal days may be used. Employees hired after July 1<sup>st</sup>, 2014 shall receive one (1) personal day.

8.4 Religious holidays may be substituted for a holiday, provided, however, that:

- 1) A request for such substitution is made to the appropriate Department Head at least three (3) weeks in advance of the desired religious holiday, and
- 2) Such substitution does not interfere with the orderly operation of essential Home services.

8.5 If a holiday falls during an employee's vacation period, he/she shall receive holiday pay in addition to his/her vacation pay or may extend his/her vacation by one (1) day, at the option of the employee, provided the employee works the regularly scheduled hours of the normal work days immediately before and after the vacation period.

8.6 Holidays worked shall be scheduled on a rotation basis.

**ARTICLE 9: VACATION**

9.1 For the duration of this agreement, full-time employees and part-time employees eligible for vacation under Section 1.5 and hired before July 1<sup>st</sup>, 2014 shall be eligible to receive vacation in accordance with the following schedule:

Years of Employment	Vacation Days
After 1 year	10 days
After 5 years	15 days
After 15 years	20 days
After 20 years	25 days

Full-time employees and part-time employees eligible for vacation under Section 1.5 and hired after July 1<sup>st</sup>, 2014, shall be eligible to receive vacation in-accordance with the following schedule:

Years of Employment	Vacation Days
After 1 year	10 days
After 5 years	12 days
After 15 years	15 days



9.2 Qualifying Date

A qualifying date for computing an employee's entitlement to vacation with pay shall be the employee's anniversary or the date his/her Home seniority commenced. Vacation shall be earned from anniversary date to anniversary date.

9.3 Unused accrued Vacation may not be carried over beyond the next anniversary date. Vacation time may not be used in intervals of less than one (1) day at a time.

9.4 Employees who have not yet completed their probationary period may earn vacation but may not take vacation until the probationary period is completed, and a minimum of one week vacation has been accrued.

9.5 Vacation schedules shall be established, taking into account the wishes of the employees and the needs of the Home.

a) Among employees who submit their vacation requests by April 1<sup>st</sup> for the twelve (12) month period running from June 1<sup>st</sup> through May 31<sup>st</sup>, classification seniority shall govern. The Employer shall respond to such requests on or before May 31<sup>st</sup>.

b) Vacation requests submitted after April 1<sup>st</sup> shall be granted on a first-come, first-served basis to the extent that vacation slots are available. Vacations must be requested at least one (1) week before the posting of the schedule covering the requested days. The Employer shall respond to such requests on or after two (2) weeks from receipt of such requests.

9.6 Vacation pay shall be based upon the employee's regular rate.

9.7 An employee shall be paid his/her vacation pay on the pay day immediately prior to his/her vacation, provided the employee requests such vacation pay advance when requesting his/her vacation. Such vacation pay shall be paid in a separate check when the vacation equals or exceeds ten (10) working days.

9.8 An employee who resigns and is in good standing who has not received his/her vacation shall be eligible for all days due. A two (2) week notice is required to be in good standing with the Home. An employee must work out his two (2) week notice period in order to be paid for unused accrued vacation upon resignation. An employee who is discharged with just cause shall be ineligible for such vacation pay.

9.9 Employees may opt to receive forty cents (40¢) per hour in lieu of all days off benefits. Employees may notify the Home in writing to change to or from this plan on their anniversary. The Home shall provide an initial list of employees on this program and notify the Union of any changes.

## ***ARTICLE 10: SICK LEAVE***

10.1 Definition

"Sick Leave" is defined as an absence of an employee from work by reason of illness or accident which is non-work connected and not compensable under the Workmen's Compensation Laws of Pennsylvania.

10.2 Eligibility and Benefits

- (a) Upon completion of his/her probationary period, a full-time employee shall be credited with two (2) days of sick leave. This allowance will increase at the rate of two-thirds (2/3) day for each additional month of service to a maximum of eight (8) days per calendar year. A full-time employee hired after July 1<sup>st</sup>, 2014 shall be eligible for a maximum of six (6) sick days per calendar year.
- (b) Unused sick leave may be accumulated up to the maximum of sixty (60) days.

10.3 Notification and Proof of Illness

To be eligible for benefits under this Article, an employee who is absent must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled work day. Written certification of a physician or other proof of illness or injury shall be provided upon three (3) consecutive work days of absence. Employees who have been on sick leave also may be required to be examined by the Home Medical Director, or his/her designee, before being permitted to return to duty.

- 10.4 All unused accrued sick days shall be paid out at fifty (50) percent at the employee's option once the employee reaches fifty (50) sick days. Once the employee reaches the sixty (60) sick day limit, he/she accrues no more sick days unless he/she cashes in up to fifteen (15) sick days at fifty (50) percent. All employees will be required to keep a minimum of twenty (20) sick days in his/her bank, except each December, employees shall have the option of selling back up to five (5) unused accrued sick days earned in that calendar year at fifty (50) percent.

10.5 Termination Adjustment

Unused accrued sick leave will not be paid. At the time of termination for any reason, if an employee has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him from Home

## **ARTICLE 11: PAID LEAVE**

11.1 Funeral Leave

A full-time employee who has completed his/her probationary period shall be entitled to a leave of absence with pay at his/her regular rate for the maximum three (3) regularly scheduled work days lost in the case of death in his/her immediate family; namely, husband or wife, child, grandchild, brother or sister, parent, grandparent, legal guardian or domestic partner (defined as a personal relationship between two individuals living together and sharing a common domestic life together, but not joined by marriage, civil union, or any other type of legal partnership. A domestic partnership can consist of two people who are not of the opposite sex), provided the leave of absence is taken during the period between the date of the death and the day following the burial, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request. Part-time employees are eligible for one (1) day of funeral leave if they are scheduled to work the day of the funeral for one of the categories of immediate family members listed above.

11.2 Jury Duty Leave

An employee who has completed his/her probationary period and who serves on jury duty shall be compensated by the Home in the amount of the difference between his/her regular rate and for scheduled work days lost and the amount received as juror's fees for a maximum of ten (10) days, provided he is prepared to offer valid proof of such jury duty and the amount received as juror's fees upon request of the Home. Whenever the employee is temporarily excused from such jury duty by the Court on his/her scheduled work day, he shall advise his/her supervisor as promptly as possible and stand ready to report for work if requested by the Home. The receipt of a subpoena of the notice to report for jury duty must be reported immediately to the Department Head, and the Home may request that the employee be excused or exempted from such jury duty if, in the opinion of the Home, the employee's services are essential at the time of proposed jury service.

11.3 Pay Compensation

Hours compensated by the Home during any absence under the provisions of Articles 8, 9, 10 and 11 shall not be included in the computation of the overtime pay.

11.4 An employee on authorized paid leave of absence in excess of six (6) continuous weeks shall not be permitted to accumulate vacation or sick leave during this period of absence.

**ARTICLE 12: UNPAID LEAVE**

12.1 Medical Leave

Whenever an employee becomes unable to work for medical reasons (including pregnancy), and that employee's physician and/or a physician designated by the Home certifies that the employee is unable to continue working, the employee may be granted a medical leave of absence not to exceed six (6) months.

Whenever an employee shall become pregnant, she shall be permitted to continue to work through the term of her pregnancy, if she physically is able to work (as certified by her physician and, if required by the Home, a physician designated by the Home), or she may leave earlier if her physician and/or a physician designated by the Home certifies that she is unable to continue working.

12.2 Childcare Leave

An employee may be granted an unpaid leave to care for his or her newborn or newly adopted child for a period of up to six (6) months. In the case of the natural mother, this leave shall overlap with the employee's medical leave.

12.3 Military Leave

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

12.4 Union Leave

A leave of absence for a period of not to exceed three (3) years shall be granted at the Union's request to not more than three (3) employees who have one (1) or more years of Home seniority

in order to accept a full- time position with the Union, provided such leave will not interfere with the operation of the Home.

12.5 Personal Leave

Personal leaves may be granted for periods of up to six (6) weeks at the discretion of the Home.

12.6 Return to Work

An employee returning from an authorized leave of absence shall be returned to his or her same position or a comparable position, unless the employee would have been laid off had the employee been at work. As a condition of reinstatement following a leave of absence for medical reasons, the Home may require the employee to receive the approval of the Home Medical Director, or his designee.

12.7 Written Request

All requests for leave of absence under this Article shall be made in writing to the Department Head.

12.8 The Home and the Union shall comply with the Family and Medical Leave Act ("FMLA"). The FMLA shall not extend any leaves otherwise provided by this contract. On or before the completion of probation, the Employer will provide orientation to new hires regarding the FMLA. Upon request, the Employer will make available the necessary documentation to apply for FMLA leave.

### ***ARTICLE 13: GRIEVANCE PROCEDURE***

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

Step 1 There shall be a discussion between the aggrieved employee, the Union Steward, and the supervisor or such other person as is designated by the Home. The supervisor or such other person as is designated by the Home will present his/her reply to the Steward or employee within seven (7) working days from the time the grievance was presented. If no satisfactory settlement is reached, the grievance shall be put in written form, signed by the employee, and referred within seven (7) working days to Step 2.

Step 2 There shall be a discussion between the Union Steward and the Department Head of the Home. The Home will give its answer in writing within seven (7) working days. If no satisfactory settlement is reached, the grievance shall be referred to Step 3 within seven (7) working days.

Step 3 There shall be a discussion between the Union Representative and a designee of the Home. In the event the dispute shall not have been satisfactorily settled, the matter shall be submitted by the Union to an impartial arbitrator in accordance with the arbitration section hereof, provided the Union shall so notify the Home, in writing, within thirty (30) days after the discussion in Step 3 of this grievance procedure.

The Home's failure to respond at any step of the grievance procedure may be treated by the Union as a denial of the grievance.

- 13.2 The grievance must be initiated in Step 1 within seven (7) working days after the occurrence which gave rise to the grievance, or it shall be deemed to have been waived by the aggrieved employee and the Union. Any grievances not appealed to the next higher step of the grievance procedure or to arbitration within the time limits specified shall be deemed to have been settled on the basis of the Home's last answer.
- 13.3 No employee shall leave his/her work station during scheduled work periods to discuss or process grievances without permission from his/her supervisor. Permission shall not be denied without reasonable cause. All such discussion and processing of grievances shall be carried on in such a manner as to minimize interference with the Home's business.
- 13.4 It is understood that the time schedule established in the various steps of the grievance procedure may be extended by mutual written agreement.
- 13.5 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

#### ***ARTICLE 14: ARBITRATION***

- 14.1 Within thirty (30) working days of the Step 3 grievance meeting, the Union shall have the right to refer to the impartial arbitrator any difference which has not been satisfactorily adjusted by means of the steps established in the grievance procedure section and within the time limits herein specified.
- 14.2 When the services of an impartial arbitrator are required, all proceedings shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding.
- 14.3 The compensation and proper expenses of the impartial arbitrator shall be agreed upon between him/her and the parties hereto and each of the parties hereto shall be responsible for and pay to him/her one half (1/2) of said compensation and expenses
- 14.4 No more than one (1) grievance may be submitted to an arbitrator for determination at one time unless mutual, written agreement of the parties is obtained for the submission of multiple grievances to the same arbitrator.
- 14.5 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Home, the Union, and the employees.
- 14.6 The arbitrator shall have jurisdiction only over disputes arising out of the interpretation or application of this Agreement, and he/she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

#### ***ARTICLE 15: DISCIPLINE AND DISCHARGE***

- 15.1 The Home shall discipline and discharge employees only for just cause.

15.2 Notification and Appeal

The Home will notify the Union offices in Philadelphia in writing of any suspension or discharge within twenty-four (24) hours from the time it occurs. If the Union desires to contest the suspension or discharge, it shall give written notice thereof to the Home within five (5) calendar days from the date of receipt of notice of suspension or discharge. In such event, the dispute shall be submitted and determined under the grievance procedure commencing at Step 2 thereof. Saturdays, Sundays and holidays are excluded from any time limitations under this Section.

15.3 Patients

If the discipline or discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial. The term "patient" is defined as those seeking admission and/or those seeking care or treatment, as well as those already admitted as residents or patients.

**ARTICLE 16: NO STRIKES OR LOCKOUTS**

16.1 No employee shall 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 Home. Inciting, inducing or participating in such activity shall constitute cause for suspension or discharge.

16.2 The Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Home, or ratify, condone or lend support to any such conduct or action.

**ARTICLE 17: UNION VISITATION AND BULLETIN BOARDS**

17.1 Union Visitations

Upon twenty-four (24) hour's prior notice to the Administrator, or his/her designee, representatives of the Union shall have reasonable access to the Home, at times mutually agreed upon, for the purpose of conferring with the Home or Union Delegates and administering this Agreement. Such visitations shall not interfere with patient care or the orderly operation of the Home.

17.2 Employee - Delegate Meetings

Employees whom the Union notifies the Home in writing have been designated as its delegates may leave their jobs during working hours for the purpose of reviewing matters arising out of this Agreement involving the Department or Section they represent and which require immediate attention, or to attend a scheduled grievance meeting if scheduled by the Home when the delegate is on duty, provided that they first receive permission to perform this Union business from their immediate supervisor. Such permission shall not be unreasonably withheld, but it shall not be granted at times when it interferes with patient care or the efficient operation of the Home. Delegates shall not be required to punch out when attending grievance meetings scheduled by the Home at a time when they are on duty, but the delegates shall not receive pay if the grievance meeting is scheduled during the delegates' off duty hours and shall not receive overtime pay if the grievance meeting begins prior to the delegates' shift or runs beyond the delegate's shift.

17.3 Bulletin Board

The Home shall place at the disposal of the Union an enclosed bulletin board (nothing shall be posted on the bulletin board which disparages the Employer or its representatives) located on the first floor of the Home for the purpose of posting its official notices of the following Union activities: meeting, elections and results of election, appointments, recreational and social affairs.

17.4 Paid Time Off for Delegates

The Employer shall reimburse delegates for time lost from the Facility to attend to union business away from the Facility in an aggregate total of nine (9) days each contract year.

**ARTICLE 18: MEDICAL AND LIFE INSURANCE**

18.1 The Home shall make available to employees the opportunity to participate in an HMO plan. For employees hired before July 1<sup>st</sup>, 2014, the Home shall pay eighty-five percent (85%) of the premium for individual coverage under the Base Plan for full-time, non-probationary employees who elect this coverage; the employee shall pay fifteen percent (15%) of the premium for individual coverage. For employees hired after July 1<sup>st</sup>, 2014, the Home shall pay eighty percent (80%) of the premium for individual coverage under the Base Plan for full-time,

non-probationary employees who elect this coverage. Employees shall be responsible for the entire cost if they elect to cover his/her dependents. The Home shall have the right to switch health insurance plans if it locates a comparable plan at a lower cost and agrees to meet and discuss with the Union a Union-sponsored Taft-Hartley Plan.

The Home agrees that it will contribute into the 1199 Welfare Fund for Nursing Home Employees, Plan B ("Welfare Fund"), in the event requested by the Union, on behalf of full-time non--probationary employees eligible for coverage under this Section 18.1, so long as the Home:

- a) Shall not pay more than the standard contribution required of other employers participating in the Plan; and
- b) The Home's cost, at all points throughout the contract, is no more than eighty percent (80%) of the then current premium for single HMO coverage which the Home provides under its group plan to its other employees. The Home's obligation to provide group HMO coverage shall cease when its contributions into the Fund commences.

18.2 The Home shall provide full-time, non- probationary employees with three thousand dollars (\$3,000.00) of life insurance.

18.3 The Home shall continue to pay its share of medical insurance premiums for three (3) months for employees on medical and child care leave (including leave due to workers compensation injury). Employees who are on an unpaid personal leave of absence are required to pay for their premium in full.

18.4 Employees may opt out of individual coverage. Such employees shall receive a bonus of two-hundred dollars (\$200.00) per quarter, to be paid on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>. An employee must work the entire quarter in order to be eligible for, and be paid, the opt out bonus.



## **ARTICLE 19: PENSION FUND**

- 19.1 The Home agrees to contribute into the Nursing Home Pension Fund, provided:
- a) The Fund is a defined contribution plan, with no possibility of withdrawal liability under ERISA or the Multi-Employer Pension Plan Amendments Act; and
  - b) The Home's total cost is limited to the amounts set forth below, and the Trustees shall not have the right to increase the Home's cost during the term of this Agreement.
- 19.2 The Home shall contribute to the Pension Fund based on the following schedule:

Upon Takeover: (2%) of gross pay received by eligible non-probationary employees.	
Date	Percentage of gross pay received by eligible non-probationary employees.
7/1/2015	2%
7/1/2016	3%
7/1/2016	4%

## **ARTICLE 20: EDUCATION REIMBURSEMENT**

- 20.1 The Employer will make available up to five thousand dollars (\$5,000) per calendar year for the purpose of education reimbursement of post-probationary bargaining unit employees with at least one year of seniority who will be selected on the basis of bargaining unit seniority to take courses related to or in furtherance of their respective line of work, provided they: (1) obtain prior approval from the Employer's Administrator and (2) obtain at minimum a grade of "C" or its equivalent. Reimbursements will be limited to courses successfully completed during the calendar year. The Employer will retain any balance from each calendar year.

## **ARTICLE 21: NONDISCRIMINATION**

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

## **ARTICLE 22: MISCELLANEOUS PROVISIONS**

- 22.1 Due Notice to Employees

Home notification to an employee shall be deemed due and sufficient for the purpose of this Agreement if the notification is made personally, by written memorandum, by registered or certified mail, by private courier, or by telegram delivered to the employee's last known address as shown on his/her personnel record maintained by the Home. It shall be the responsibility of each employee to keep the Home informed of his/her current address and telephone number. For the purpose of computing any notification period, the day the notice is sent shall not be included.

22.2 Medical Examinations.

In the interest of safeguarding the health of employees and of patients, the Home may require employees, at the Home's expense, to take a medical examination at the time they are hired or at such other times as this may be advisable or as required by law.

22.3 In the event that the Home wishes to change an employee's starting time, the Home shall notify the employee in writing of such change two (2) weeks in advance. The notice provision shall not apply to probationary employees or to emergency situations.

22.4 The Home will provide copies of job descriptions to the Union and the employee whenever a job description is developed or modified.

22.5 The Home agrees to post notice of vacancies for all bargaining unit positions.

22.6 Employees in the same job classification may submit requests to trade off days if they fall in the same work week and if it does not cost the Home additional money as overtime. The change request must be in writing and submitted to the supervisor of designee for approval prior to the change.

22.7 The Home will post four (4) week schedules at least two (2) weeks prior to the first (1<sup>st</sup>) day covered by the schedule.

22.8 Uniforms

Certified Nurses Aides with two (2) year's seniority shall receive one dress or set of uniform tops and bottoms on the first full pay period following July 1<sup>st</sup> and January 1<sup>st</sup> of each calendar year.

**ARTICLE 23: SEPARABILITY**

23.1 Separability

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or is legally unenforceable, such term or provision shall continue in effect only to the extent permitted by such law and only to the extent enforceable; such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

**ARTICLE 24: DURATION OF AGREEMENT**

24.1 Effective Period

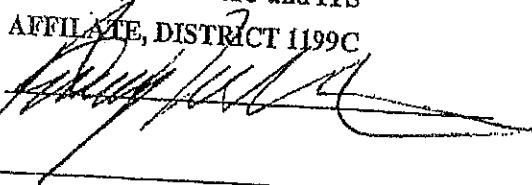
This Agreement shall become effective upon ratification and shall continue in full force and effect until midnight on March 31st, 2023. The Home and Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90<sup>th</sup>) day immediately preceding the termination date of this Agreement.

In WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives as of this 30th day of April 2018.

MAJESTIC OAKS NURSING AND  
REHABILITATION D/B/A MAJESTIC  
OAKS REHABILITATION AND  
NURSING CENTER



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



## APPENDIX A: STARTING WAGE RATES AND WAGE INCREASES

### Section I. Post Probation Starting Wage Rates.

(a) The following starting wage rates shall apply effective July 1, 2014. Except for Categories 5 and 6, the starting wage rates posted below shall then be frozen for the life of the collective bargaining agreement.

	<u>7/1/10</u>
1. Certified Nurse's Aide*	\$12.00
2. Recreation Aide **	\$11.25
3. PT Aide	\$11.00
4. Nurse's Aide	\$10.59
5. Dietary Aide	\$10.00
6. Housekeeping/ Laundry Aide	\$10.00

Dietary, Laundry, and Housekeeping Aides shall receive a 1.5% increase in their starting wage rates on July 1, 2016 and on July 1, 2018

\* Hire Rate Shift Option Differential: CNAs regularly scheduled to work full time (37.5 hours per week) every other weekend on the 7:00 a.m. to 3:00 p.m. shift will receive a twenty five cents per hour (\$.25/hr) differential over the then current CNA post probation minimum rate while working the 7:00 a.m. to 3:00 p.m. shift only or their base rate, whichever is greater.

Example: (1) CNA hired August 1, 2005 to work full time every other weekend on the 7:00 a.m. to 3:00 p.m. shift will receive \$10.25/hr while working the 7:00 a.m. to 3:00p.m. shift.

\*\* The post-probation minimum rate of Recreation Aides will be adjusted to the then current Certified Nurses Aide rate should the Employer require that Recreation Aides be Certified Nurses Aides in order to perform their Recreation Aide duties.

(b) Upon written request by the Union, the Employer will agree to discuss post probation starting wage rates on a periodic basis.

(c) Notwithstanding the rates set forth above, Employer may raise the post-probation starting wage rates in selected job classifications upon reaching agreement with the Union. The Union shall not unreasonably withhold such agreement. ~~Any employee receiving less than the~~

applicable new hire post-probation rate in the selected classification will be brought up to that rate. Other employees shall not be affected.

Section 2. Wage Increases.

37.5 hour housekeeping employees shall receive the 3% wage increase upon takeover.

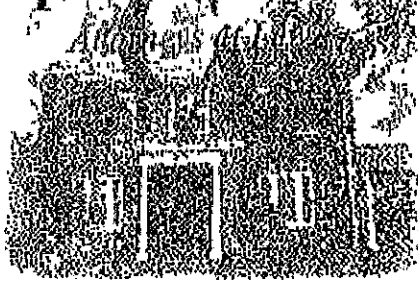
(A) Wage Increases. All non-probationary full-time bargaining unit employees who regularly work more than thirty-seven and one-half (37.5) hours per week shall receive the following increases in the first full payroll period following the dates set forth below:

<u>Effective Date</u>	<u>Hourly Wage Increases</u>
Upon Takeover	3.0%
1/1/15	3.0%
7/1/16	1.5%
7/1/17	2.0%
7/1/18	2.5%

B. All non-probationary part-time employees shall receive the 1/1/15, 7/1/16, 7/1/17, and 7/1/18 hourly wage increases.

**SIDE LETTER**

**Capozzi-Adler, P.C.**



Louis J. Capozzi, Jr., Esquire\*  
 Daniel K. Wallroff, Esquire  
 Donald B. Rawney, Esquire  
 Craig J. Acker, Esquire\*\*  
 Andrew R. Eisenstein, Esquire  
 Glenn A. Ferris, Esquire\*\*  
 Bruce G. Brown, Esquire  
 Matthew A. Thomson, Esquire\*\*  
 Brandon B. Williams, Esquire  
 Michael L. Lucas, Esquire  
 Timothy Hagan, Sr. Rehab. Analyst  
 Erik B. Miller, Rehab. Analyst  
 Karen L. Fisher, Paralegal  
 Linda Charler, Paralegal  
 Kelly A. Birdsell, Paralegal  
 \*Licensed in PA, NY and MD  
 \*\*Licensed in PA and NJ

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 Camp Hill, PA 17011  
 Mailing Address: P.O. Box 3366  
 Harrisburg, PA 17110  
 Telephone: (717) 233-4101  
 Facsimile: (717) 233-4100  
[www.capozzi-adler.com](http://www.capozzi-adler.com)

Mid-Penn Abstract Company  
 Charter Settlement Company  
 Telephone: (717) 234-3239  
 Facsimile: (717) 234-1670

June 5, 2015

Chris Woods  
 District 1199C NUHCE  
 AFSCME-APL-CIO  
 1319 Locust Street  
 Philadelphia, PA 19107

Re: Majestic Oaks Nursing and Rehabilitation District 1199C National Union of Hospital and  
 Health Care Employees Union, AFSCME, APL-CIO  
 Side Letter

Dear Mr. Woods:

This document constitutes the Side Letter in connection with the Collective Bargaining Agreement which was entered into with an effective date upon ratification by the bargaining unit. This Side Letter will be attached to the new Collective Bargaining Agreement and is as follows:

1. The Employer shall not charge for parking.
2. The employee James Cunningham shall keep his current position.
3. Upon request, the Employer will provide employees with records of call-outs and time sheets to determine potential discipline.
4. Pursuant to the agreed upon Tentative Agreement dated June 12, 2014, all past practices which arose prior to the new Operator/Employer's takeover of operations except as set forth in 1-3 above shall be eliminated.

In addition, as set forth in the Tentative Agreement, the new operator is not responsible for any Grievances, Arbitrations, or ULP's which arose prior to the new Operator/Employer's takeover of operations. Finally, housekeeping employees working 32.5 hours or less each week on or before the new Operator/Employer's takeover date shall receive a one-time \$100 mitigation bonus from Healthcare Services Group.

If you have any questions regarding this Side Letter, please contact me immediately.

Best regards,  
  
 Louis J. Capozzi

## EXHIBIT A: DUES CHECK-OFF

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

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

**Please Print**

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ Apt. \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip \_\_\_\_\_  
 Employed at \_\_\_\_\_ Dept./Job Title \_\_\_\_\_  
 Salary \_\_\_\_\_ Hrs. per week \_\_\_\_\_ Date Hired \_\_\_\_\_  
 Work Home \_\_\_\_\_ 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 and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the sums 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 202(b) 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 \_\_\_\_\_

