

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**2507 CHESTNUT STREET OPERATIONS LLC  
d/b/a  
THE BELVEDERE CENTER, GENESIS HEALTHCARE  
LPN  
and**

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



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## ***AGREEMENT***

This AGREEMENT made and entered this April 1<sup>st</sup>, 2018, by and between 2507 CHESTNUT STREET OPERATIONS LLC d/b/a THE BELVEDERE, located at 2507 Chestnut Street, Chester, Pennsylvania, 19013, (hereinafter called "Center"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, and its affiliate DISTRICT 1199C, with its offices at 1319 Locust St, Philadelphia, PA 19107 (hereinafter called the "Union"), acting herein on behalf of the Employees of the said institution, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

## ***WITNESSETH***

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

WHEREAS, the Center recognized the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

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

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

### ***ARTICLE 1: RECOGNITION***

1.1 INCLUDED: The Center recognizes the Union as the sole collective bargaining agent for all full-time, regular part-time and casual Licensed Practical Nurse (LPN) Employees regularly scheduled for eight (8) or more hours per week.

EXCLUDED: Excluded from the aforesaid bargaining unit are all other employees, including all part-time Employees regularly scheduled to work less than eight (8) hours per week, Registered Nurses, Nursing Supervisors/Manager/Director, Nurse Practice Educator, administrative/office/clerical employees, Certified Nurse Aides, Dietary Aides, Housekeeping Aides, Laundry Aides, Recreational Aides, Restorative Aides, Cooks, Central Supply Clerk, Ward Clerks, Medical Records Clerk, Receptionists, Center Scheduling Manager, Technical Employees, Professional Employees, Rehabilitation Service Employees, Employees of any Contractors, Guards, Department Heads, confidential/executive employees, temporary employees, and all Supervisors, as defined by the Act.

- 1.2 A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which will not be unreasonably withheld; however, such Employee will become a member of the Union after the expiration of the initial three (3) month period.
- 1.3 Whenever the word "Employee" is used in this Agreement, it will be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1 Recognition hereof.

## ***ARTICLE 2: UNION SECURITY***

- 2.1 All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, 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 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 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 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.
- 2.4 For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if he tenders his periodic dues and initiation fee uniformly required as a condition of membership.
- 2.5 Subject to Article 3, an Employee who failed to maintain membership in the Union in good standing, as required by this Article shall within twenty (20) calendar days following receipt of 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 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 3: CHECK-OFF***

- 3.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Center will, pursuant to such authorization, deduct from the wages due such Employee each month, 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 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 Center 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 Center agrees to remit said dues and initiation fees to the office of the Union, as designated in said notice.
- 3.3 Employees who do not sign written authorization 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 an 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 Employer, 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 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 above. Such designation shall be made in the form of a written authorization in the form annexed hereto as Exhibit "B".
- 3.6
- a) 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.
  - b) Such costs shall include, but not limited to, the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.
  - c) 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.
  - d) 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.
  - e) 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 procedures of this Agreement.

- 3.7 The Center will be relieved from making such "check off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining agreement, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Center will immediately resume the obligation of making said deductions, except that deductions for terminated Employees will be governed by Sections 3.1, 3.7 and 3.8 hereof. These provisions however will not relieve any Employees of the obligations to make the required dues and initiation fee payments pursuant to the Union constitution in order to remain in good standing, except as provided in Sections 3.7 and 3.8.
- 3.8 The Center will not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, will have failed to receive sufficient wages to equal the dues deductions.
- 3.9 Each month, the Center will remit to the Union, all deductions for dues and initiation fees, or deductions for the grievance and arbitration procedure in accordance with Section 3.6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all Employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted and their social security numbers. In addition, each month, the Center 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 deducted for each Employee.
- 3.10 The Center 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 name of Employees on leave of absence.
- 3.11 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C", the Center will, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199C Credit Union to the credit or account of said Employee.
- 3.12 The Center agrees to make a payroll deduction once each calendar year from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement, and remit same to the District 1199C Political Action fund. Said authorization will be in the form annexed hereto as Exhibit "D". This deduction will be made only once per year for those Employees in the bargaining unit authorizing the deduction. The Center will remit the lump sum of all deductions to District 1199C by separate check.

- 3.13 It is specifically agreed that the Center assumes no obligation, financial or otherwise, arising out of this implementation of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Center harmless from any claims, actions or proceedings by an Employee arising from deductions made by the Center hereunder. Once the Funds are remitted to the Union, or to the charity of the Employee's designated choice as the case may be, their disposition thereafter will be the sole and exclusive obligation and responsibility of the Union, or the charity as the case may be.

#### ***ARTICLE 4: PROBATIONARY EMPLOYEES***

- 4.1 Newly hired Employees will be considered probationary for a period of ninety days from the date of hire, excluding time lost for sickness and other leaves of absence. During or at the end of the probationary period, the Center may discharge any such Employee at will and such discharge will not be subject to the grievance and arbitration provisions of this Agreement.

#### ***ARTICLE 5: SENIORITY***

##### 5.1 Definition

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

##### 5.2 Accrual

- a) An Employee's seniority will commence after the completion of his/her probationary period and will be retroactive to the date of his/her last hire.
- b) Bargaining unit seniority will accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of maternity leave; during an authorized leave of absence with pay; during a period of 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.
- c) Classification seniority will accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification
- d) Temporary Employees, as defined in this agreement, will have no seniority during the time they occupy the status of temporary Employee, but should any temporary Employee become a regular Employee, then their seniority will be retroactive to the date of employment.



### 5.3 Loss of Seniority

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

- a) Terminates voluntarily
- b) Is discharged for just cause
- c) 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
- d) Fails to report for work following recall from layoff or a decision of an arbitrator reinstating an Employee who was discharged within seven (7) working days after being notified by certified mail at the last address in Center's records. The Center shall also send a copy of the notification to the Union
- e) Fails to report following the end of a leave-of-absence, vacation or sick leave unless the Employee presents a reasonable excuse acceptable to the Center
- f) If the Employee accepts employment from another Employer during an approved leave of absence or worker compensation leave, without receiving prior consent from the Center to do so. The Center will not unreasonably deny a request
- g) Falsifying the reason for a leave of absence whether such leave is paid or unpaid
- h) Is absent for twenty-four (24) consecutive hours without notifying the Center, unless the Employee presents a reasonable excuse acceptable to the Center

### 5.4 Application

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

### 5.5 Layoff

- a) In the event of a layoff within a job classification, all Employees working in the classification and not covered by the Collective Bargaining Agreement shall be laid off first, and then probationary Employees within that job classification will be laid off next without regard to their individual periods of employment. Non-probationary Employees will be the next to be laid off on the basis of their classification seniority.
- b) Super Seniority of Delegates: Super seniority rights apply only in cases of layoff and recall.
- c) Lack of Work: In the event the Center finds it necessary to reduce the hours of work of individual members of the bargaining unit as a result of low occupancy or other "lack of work" reason, classification seniority will be applied. An Employee with greater seniority will have the option of working available shifts within their job category for the duration of such reductions due to lack of work. The Center will give adequate notice in order to assure that classification seniority can be honored irrespective of individual shifts. No bargaining unit Employees, confronted with a lack of work situation, will be limited to work only within their shift if they have sufficient seniority to work on other available shifts.

## 5.6 Recall

- a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification will be recalled in accordance with their classification seniority in the reverse order in which they were laid off.
- b) Probationary Employees who have been laid off have no recall privileges as long as they do not conflict with the recall rights of regular full-time and part-time Employees who have been laid off.

## 5.7 Promotion

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

## ***ARTICLE 6: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS***

- 6.1 The authorized representative(s) of the Union will have reasonable access to the Center's premises provided that the Union representative gives the Center twenty- four (24) hours advance notice, except in the cases of emergencies, to confer with the Center, Delegates of the Union and/or with the Employees for the purpose of administering this Agreement. When a Union representative enters the Center premises, he/she will notify the Administrator, or person in charge, of his/her visit so that his/her activities do not interfere with customer care or the efficient operation of the Center. The union representative will be required to enter the Center on the same basis as the general public and will be allowed to confer with employees in non-work areas, and during non-work time. No more than two (2) Union representatives will visit the Center at any time, unless the parties mutually agree otherwise. The Center will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit. The Union will furnish the name of the authorized representative.
- 6.2 The Center will provide one (1) bulletin board which will be used for the purpose of posting proper Union notices. The bulletin boards will be placed conspicuously and at places readily accessible to the workers in the course of employment. Official Union notices containing no inflammatory comments may be posted.

- 6.3 A delegate will be provided necessary time off from his/her assigned schedule of work, without loss of pay, while involved in the manner provided in the grievance procedure. The delegate will advise his/her supervisor of the grievance and request time to make an appointment with the appropriate supervisor at a mutually agreeable time. The delegate will report back to his/her immediate supervisor when his/her part in the grievance has been completed.
- 6.4 An Employee who loses time from his/her assigned schedule of work while attending health and safety meetings and/or inspections will do so without loss of time or pay.
- 6.5 In the event it becomes necessary to investigate, discuss or settle grievances during working hours, the Delegates will first obtain permission from the head of his/her Department, which permission will not be unreasonably withheld, before leaving his/her place of work; the primary concern being whether there is adequate coverage of the client.
- 6.6 Employees elected as Union delegates shall be permitted to attend regular delegate assembly meeting without pay, provided such employees give the Employer with no less than one (1) weeks advance notice of same and provided that Employer operations shall not be impaired

#### ***ARTICLE 7: NO STRIKES, LOCKOUTS, AND WORK STOPPAGES***

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

## ***ARTICLE 8: NO DISCRIMINATION***

- 8.1 Neither the Center, nor the Union will discriminate against any Employee covered by this Agreement on account of race, color, creed, religion, national origin, political belief, sex, sexual orientation, age or handicap.

## ***ARTICLE 9: HIRING***

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

- 9.1 The Center may utilize the Union's Employment Service for the recruitment and referral of qualified personnel for Center bargaining unit job vacancies and training positions.
- 9.2 The employment service will be administered by the Union and the costs of operating the Service will be borne by the Union.
- 9.3 If the Center elects to utilize the Union's Employment Services for recruitment and referral of qualified personal, the Center will give the Employment Services 48 hours' notice before hiring from other sources unless it is an emergency.
- 9.4 Notwithstanding the foregoing, the Center retains the right to hire applicants from other sources.

## ***ARTICLE 10: TEMPORARY TRANSFERS***

- 10.1 The Center reserves the right to assign employees, either a temporary or permanent basis, to include floor-to-floor, or wing-to-wing basis in order to meet the needs of residents. When employees are to be temporarily transferred from wing-to-wing or from floor-to-floor due to a temporary need for additional personnel at specific location(s), shall be made based on departmental seniority from among the employees beginning with the least senior employee on a rotating basis.

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

- 11.1 The regular work week for all full-time Employees shall be at least thirty (30) hours per week, but not to exceed forty (40) hours per week. For purpose of determining an employee's eligibility for benefits, you are considered a full-time employee if you are regularly scheduled to work at least thirty (30) hours per week. The work week for regular part-time employees shall be at least sixteen (16) hours but less than thirty (30) hours per week. All employees regularly scheduled to work less than sixteen (16) hours per week will be consider a casual employee.
- 11.2 Employees scheduled for an eight (8) hour shift shall be entitled to one (1) half-hour (1/2) unpaid lunch period and two (2) fifteen (15) minute paid rest periods during their regular workday, as scheduled by the Center for each Employee. Employees are to be back at their work station at the end of the half-hour (1/2) lunch period and fifteen (15) minute rest periods. Employees are not permitted to combine their unpaid lunch period with their paid rest period.

- 11.3 In the event that the Center wishes to change an Employee's starting time, the Employee will be notified in writing of such change three (3) weeks in advance. This provision will not apply to probationary Employees.
- 11.4 The scheduling of weekends off will be made by the Center. Each Employee will be scheduled a minimum of every other weekend off. In the event an Employee calls off or misses a scheduled weekend, the decision to require an Employee to make up that time will be based on the needs of the Center. The Center will, either not require the employee to make-up the call off, or assign the employee to work an additional weekday or weekend shift. The Center will excuse an employee from the make-up requirement no more than one weekend absence in a twelve (12) month period (CBA year).
- 11.5 All schedules shall be posted at least two (2) weeks in advance of their effective date. In the event the Center finds it necessary to change its posted work schedule, the employees affected shall be notified of such change. Employees may be permitted to switch days off with a fellow employee, provided no overtime occurs as a result of the switch and a written notice is given to the supervisor and approved.

#### ***ARTICLE 12: SAFETY & HEALTH***

- 12.1 The Center will make all reasonable provisions for the safety and health of its Employees in accordance with applicable laws. The Union agrees to cooperate with the Center in assuring conformance to all established safety rules and regulations.

#### ***ARTICLE 13: PERSONNEL FILES***

- 13.1 The Center will maintain Bargaining Unit Employee records as outlined by Federal/State applicable regulations. Employee access to their Personnel Files will be governed by Center policy and on the same basis as non-represented Center employees.

#### ***ARTICLE 14: MANAGEMENT RIGHTS***

- 14.1 Except as specifically limited in the Agreement, the Center retains the right to make changes on non-economic terms and conditions of employment. The parties agree that non-economic terms and conditions include, but are not limited to, the following: hire, promote, demote, layoff, assign, transfer, suspend, discharge and discipline employees for just cause; select and determine the number of its employees, including the number assigned to any particular work or work unit; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part at any time; determine the methods, procedures, materials and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during working hours; require that duties other than those normally assigned to be performed; select supervisory employees; train employees; discontinue or reorganize or combine any new department or branch of operations with any consequent reduction or other change in the

workforce; establish, change, combine or abolish job classification; transfer employees, either temporary or permanently, within programs and/or job classification; determine job qualifications, job descriptions, work shifts, work pace, work performance levels, standards of performance and methods of evaluation of the employees, and in all respects carry out, in addition, the ordinary and customary functions of management.

- 14.2 The Center will give the Union as much advance notice as possible of new rules, policies, changes to existing rules and policies, but no less than seven (7) days in advance of implementation.

**ARTICLE 15: WAGES**

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

| Effective Date | Amount  |
|----------------|---|
| May 8, 2018    | \$0.50, or greater of the new starting rates effective 5/8/2018 |
| May 8, 2019    | \$0.40  |
| May 8, 2020    | \$0.35  |

New employees shall obtain only those Across-The-Board Wage Increases which are effective after the completion of ninety (90) days of continuous employment.

- 15.2 Starting Wages: Effective the first full pay period after the following date: May 8<sup>th</sup>, 2018

Years Licensed 0-2                      \$23.00  
 Years Licensed 3+                      \$23.81

- 15.3 Twenty (20) year Club: Eligible Bargaining Unit Employees will participate in the twenty (20) year Club Program, on the same basis as non-represented Center employees.

- 15.4 TAP: Bargaining Unit Employees will be eligible for the Genesis tuition assistance program on the same basis as non-represented Center Employees.

- 15.5 In the event the Center needs to adjust the minimum start rates during the term of the Agreement in an effort to remain competitive in the market place, the Center will notify the Union and if requested by the Union, will meet and discuss the change in the minimum start rates.

**ARTICLE 16: OVERTIME**

- 16.1 Employees who work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) their base hourly rate.

- 16.2 Overtime will be assigned on an equitable basis among qualified employees. There shall be no pyramiding of overtime.

## ***ARTICLE 17: SHIFTS AND SHIFT DIFFERENTIAL***

- 17.1 The Center will pay \$2.00 per hour shift differential for hours worked on the 3pm – 11pm and 11pm – 7am shifts. Employee's schedules that include working twelve (12) hour shifts, the differential will be paid for hours worked between 3pm and 7am.
- 17.2 Employees will work on the shift, shifts or shift arrangements for which they were hired. The Center may change an Employee's shift only for good and sufficient reason, and any such change will apply to the Employee with the least classification seniority qualified to do the work.
- 17.3 Whenever the Employee requests a change of shift, approval of such request will not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working. If more than one (1) Employee applies, such change will be given to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees will have preference in filling vacancies on another shift in the classification in which he is then working over new hires.

## ***ARTICLE 18: RESIGNATION***

- 18.1 Employees must provide two (2) weeks written notice of their intention to resign their employment from the Center. Resignations must be submitted in writing to the Employee's supervisor. An employee must work out the full notice period and may not take any available paid time off days during the notice period.
- 18.2 Employees who comply with section 18.1 of this Article will be entitled to receive terminable paid time off benefits. Employees who are terminated by the Company for violations of policy will not receive paid time off benefits.

## ***ARTICLE 19: DISCHARGE AND PENALITES***

- 19.1 The Employer shall have the right in discharge, suspend, or discipline any Employee for just cause.
- 19.2 In cases not involving resident care issues, just cause will have the traditional meaning of "cause" under traditional labor law principles. In cases of discipline related to resident care issues, the Center satisfies its "just cause" obligations under this Agreement if it has a reasonable belief that the Employee engaged in the acts or omissions that led to the discipline related to resident care.
- 19.3 The Employer will notify the Union in writing of any discharge or suspension within seventy-two (72) hours from the time of discharge, or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within seven (7) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 2 of the grievance procedure.
- 19.4 All time herein specified shall be deemed exclusive of Saturday, Sunday and holidays.

## **ARTICLE 20: GRIEVANCE PROCEDURES**

20.1 A grievance will be defined as dispute or complaint arising between the parties hereto under or out of this Agreement, or the interpretation, application, performance, termination or any alleged breach thereof, and should be processed and disposed of in the following manner.

Step 1 An Employee having a grievance and/or the Union Delegate or other representatives will take it up with the Department Head within five (5) working days after it arose or should have been known to the Employee. The Center will give its answer to the Employee and/or the Union Delegate or other representatives within five (5) working days after the presentation of the grievance in Step 1.

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

Step 3 If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance will be presented in this Step to the Corporate Director of Labor, or his/her designee; and that person will render a decision in writing within five (5) working days after the presentation of the grievance in this Step.

Failure on the part of the Hospital to answer a grievance at any Step will not be deemed acquiescence thereto, and the Union may proceed to the next Step.

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

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

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

20.3 A grievance which affects a substantial number or class of Employees and which the Center's representative designated in Steps 1 and 2 lacks the authority to settle may initially be presented at Step 3 by the Union representative.

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



## **ARTICLE 21: ARBITRATION**

21.1 A grievance, as defined in Article 20, which has not been resolved thereunder may, within thirty (30) working days after the completion of Step 3 of the grievance procedure, be referred for arbitration by the Center or by the Union to an Arbitrator selected in accordance with the procedures of the American Arbitration Association (hereinafter called "AAA"). The arbitration will be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA.

### 21.2 Expedited Arbitration Procedure for Discharge Cases

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

- a) Within seven (7) calendar days after receipt of the Center's Step 3 grievance procedure answer, the Union may request expedited arbitration in a discharge case only by utilizing the following procedure:
  1. The Union will initially notify the Center's Administrator by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties will agree on a hearing date that falls within thirty (30) calendar days of such notification by the Union.
  2. The Union will then confirm in writing to the Center's Administrator or his/her designee that it is proceeding to submit the discharge case grievance to the AAA and will set forth the agreed-upon hearing date.
  3. The Union will notify the AAA which will submit to the parties a list of Arbitrators who are available to hear the case on the agreed-upon hearing date.
- b) The Arbitrator will issue a written opinion within thirty (30) days of the close of the hearing; and
- c) All other rules and procedures of the regular arbitration procedure will be applicable to the expedited procedure.

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

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

21.5 The Arbitrator will have jurisdiction only over disputes arising out of grievances, as defined in Article 26, and he/she will have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

## **ARTICLE 22: HEALTH AND WELFARE**

22.1 Health insurance benefits, including Employee eligibility and the amounts of Employee contributions or co-pays toward the cost of insurance, will be provided to Bargaining Unit Employees in the same manner as provided to other Genesis Employees in comparable positions at other non-represented facilities, including any changes in benefit levels or providers, or

changes in Employee contribution or co-pay during the life of the Agreement. The Center will provide the Employees the same insurance benefits (Health, Dental & Vision) as the non-represented Employees on the same basis and costs as non-represented Employees.

- 22.2 Eligible Bargaining Unit Employees will participate in Genesis Short Term Disability Benefit Plan on the same basis as non-represented Center Employees.

### ***ARTICLE 23: PENSION FUND***

- 23.1 Upon meeting the eligibility requirements of the Plan, employees will be eligible for the Genesis HealthCare Corporation 401 (K) Plan for Collective Bargaining Unit Employees.

### ***ARTICLE 24: LIFE INSURANCE***

- 24.1 All full-time Employees receive a life insurance policy on the same basis as non-represented Center Employees.

### ***ARTICLE 25: VACATION***

- 25.1 Eligible Bargaining Unit Employees will participate in the Genesis Nurse Enhanced Vacation Plan on the same basis as non-represented Center Employees.
- 25.2 Vacation time shall accrue for all hours paid less overtime and workers compensation.

### ***ARTICLE 26: HOLIDAYS***

- 26.1 Regular full-time employees upon completion of ninety (90) days of continuous employment shall be granted the following paid holidays within each calendar year:

- a) New Year's Day
- b) Martin Luther King's Day of National Celebration
- c) Easter Sunday
- d) Memorial Day
- e) Independence Day (July 4<sup>th</sup>)
- f) Labor Day
- g) Thanksgiving Day
- h) Christmas Day

Holiday hours may be paid in four (4), eight (8), or twelve (12) hour increments. Holiday hours paid in a calendar year will not exceed sixty-four (64) hours paid, regardless if an Employee is working and/or is being paid for eight (8) or twelve (12) hour shifts.

- 26.2 Part-time Employees who work sixteen (16) hours per week or more, who have completed their probationary period and who work on a holiday, as outlined in section 26.1 above, will be paid for hours worked plus matching pay for up to eight (8) hours. Regular part-time Employees are not entitled to holiday pay if they do not work on the holiday.
- 26.3 If a holiday, as specified above in section 26.1, falls on an Employee's regular scheduled day off, the Employee has the option of taking a substitute day off in the next thirty (30) days or be paid holiday pay.

- 26.4 Regular full-time Employees must work their scheduled day before and after a holiday to be eligible for holiday pay.
- 26.5 Regular full-time Employees upon completion of ninety (90) days of continuous employment shall be entitled for two (2) Personal days per year. Personal days are not a terminable benefit. Personal days will be based on an Employee's service year.
- 26.6 Recognizing that the Center works every day of the year and that it is not possible for all Employees to be off on the same day, the Center shall have the right to require any Employee to work on any of the holidays herein specified, however the Center agrees to distribute holidays off on an equitable basis.

### ***ARTICLE 27: SICK LEAVE***

- 27.1 All regular full-time Employees covered by this Agreement shall be entitled to sick pay. The amount of available sick time which accrues is determined by multiplying the number of hours for which the Employee is compensated (excluding over-time and any workers' compensation payment) by 0.03077. Up to eight (8) days and may be accrued per year, not to exceed the Employees regular standard hours. Regular full-time Employees are eligible for sick time payment after completion of ninety (90) days of continuous employment.
- 27.2 An Employee may only accumulate a maximum of thirty-six (36) days of sick leave.
- 27.3 Up to three (3) unused sick days (in full day increments) may be "bought back" the first full pay period following the Employees service anniversary date at their regular rate of pay.
- 27.4 The Center may require a doctor's certificate for any absence due to illness of three (3) days or more prior to returning to work.
- 27.5 Pay for any day of sick leave will be at the Employee's base rate of pay.
- 27.6 Sick leave is not a terminable benefit.

### ***ARTICLE 28: JURY DUTY***

- 28.1 Any regular full-time Employee who has completed ninety (90) days of continuous service and who is actively on the payroll and who is called for service as a juror will receive Jury Duty compensation on the same basis as non-represented Center Employees.

### ***ARTICLE 29: BEREAVEMENT LEAVE***

- 29.1 A full time Employee who has completed his/her probationary period shall be entitled to three (3) paid days of leave, at the regular rate of pay, for the death of an immediate family member (father, mother, step-mother, step-father, mother-in-law, father-in-law, wife, husband domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, grandchild and legal guardian) provided the leave is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the Employee is prepared to offer valid proof of death and relationship upon request. There shall be no duplication of payment that the Employee may otherwise receive under the Agreement.

## ***ARTICLE 30: LEAVE OF ABSENCE***

- 30.1 Full-time and part-time employees with at least one (1) year of continuous service shall be eligible for leaves of absence, and all leaves of absence shall be without pay, except as specifically outlined in the following sections. All leaves of absence shall be requested in writing on a form provided by the Center, and all leaves granted shall be approved in writing by the administrator for a specified period of time. An Employee shall accrue seniority while he is on an approved leave of absence, but shall not accrue benefits.
- 30.2 Requests for leaves of absence and extensions thereto, shall be made in writing to the administrator and shall state the specific reasons for requested leave, the date the leave shall start and the anticipated date the leave shall end. Requests for such time off shall be submitted in writing by the Employee at least thirty (30) calendar days prior to the starting date of the leave being requested, except in cases of emergencies. In such emergencies, the Employee shall notify the Center as soon as he becomes aware of the need of the leave of absence.
- 30.3 Personal Leave: Employees may request a leave of absence, in writing, not to exceed thirty (30) days for personal reasons. Such leave is granted at the discretion of the Center, which will not be unreasonably denied.
- 30.4 Union Leave: A Union leave of absence shall be granted to an Employee if such employee is elected or appointed to full-time union position. Such leave of absence shall be limited to a maximum of three (3) years. Such leave is granted at the discretion of the Center, which will not be unreasonably denied.
- 30.5 Medical Leave: A leave of absence, in increments of up to thirty (30) calendar days, renewable to a maximum total period of six (6) months, shall be granted for medical reasons to eligible employees. Written request for a medical leave of absence shall be accompanied by a physician's statement attesting to the need for such leave.
- 30.6 An employee on an authorized leave of absence shall notify the administrator or department head of his intention to return to work at least fourteen (14) calendar days prior to the expiration of the leave. An Employee, who does not return at the conclusion of the originally granted leave, or any approved extension thereto, will be deemed to have voluntarily quit.
- 30.7 The Center shall endeavor to temporarily replace an Employee on a medical leave of absence. An Employee returning from a medical leave of absence of six (6) months or less duration will be placed in the same position including the same classification and same number of hours as they held prior to the leave, and the same shift that the employee was working at the commencement of the leave of absence.
- 30.8 Accepting employment while on an approved leave of absence (except military leave) in violation of the terms of the leave shall be considered as an automatic resignation from employment with the Center.
- 30.9 If an Employee is on an approved leave of absence, the Employee may continue insurance coverage provided that the Employee pays the full monthly cost (or a pro rata share if less than a full month) for insurance premium in advance pursuant to COBRA.

- 30.10 An Employee must utilize all available sick time while on a medical leave of absence. In cases of medical leaves of absence where the Employee is eligible to receive workers compensation benefits, prior use of accumulated sick leave will not be required.
- 30.11 Employees who return from leave must furnish, from their attending physician, a release verifying their ability to work and fulfill the regular job duties assigned.
- 30.12 Employees shall be granted military leave in accordance with applicable law.
- 30.13 In addition to the leave provisions of this Article, Employees shall also be entitled to leave as provided by the Federal Family Medical Leave Act of 1993.

### ***ARTICLE 31: MISCELLANEOUS***

- 31.1 Employees shall be required to maintain their current address and phone number on file with the Center. All notices to Employees will be considered as to have been properly sent if they are sent to the last address of record.
- 31.2 Supervisors shall not do work normally performed by Bargaining Unit Employees, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies, or where the normal duties of supervisors, overlap the duties of Employees.

An emergency is defined as any condition beyond the Center's control or any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and /or materials, and to aid in correcting or repairing malfunctions.

31.3 Change in Starting Time

In the event the Center wishes to permanently change an Employee's starting time, the Center shall notify the Employee in writing of such change four (4) weeks in advance. In the event that the Center wishes to temporarily change an Employee's starting time due to some emergency or other condition beyond the Center's control, no advance written notice is necessary, but the Center will attempt to notify the Employee as far in advance as possible. This provision shall not apply to probationary Employees.

31.4 Reporting Time

An Employee who reports for work at the start of his/her regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of four (4) hours pay at their regular hourly rate of pay. Report-in pay which does not include hours actually worked shall not be counted as hours worked for the purpose of calculating overtime. This provision shall not apply when failure to provide work is due to an Act of God or other conditions or causes beyond the control of the Center.

- 31.5 The Center will not be bound by any past practice, whether economic or not which may exist at the Center.

- 31.6 The Center agrees to continue its past practice of providing free parking, distribution of holiday gift cards and recognition of National Nurses Week for Employees on the same basis as

non-represented Center Employees.

31.7 In accordance with Genesis policy as outlined in the Employee Handbook, the Center will use a twelve (12) month "look-back" in determining the next level of an Employee's individual improvement.

31.8 Labor Management Meeting

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

31.9 The Center's current pay practice for lateness follows a grace period as governed by the Department of Labor.

***ARTICLE 32: EFFECT OF LEGISLATION – SEPARABILITY***

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

***ARTICLE 33: SCOPE OF THE AGREEMENT***

33.1 This Agreement contains a complete agreement between the parties and no addition to, or waiver, deletion, change or amendment of, any of the terms or conditions or covenants contained herein shall be made by the parties hereto or by an Employee or group of Employees of the Center, unless agreed to and executed in writing by the parties hereto. The waiver of any breach of any condition of this Agreement by either party shall not constitute a precedent.

33.2 This Agreement is complete in writing. This Agreement does not operate to include, nor does it obligate the Center to continue in effect, any working condition(s), benefit(s) or past practice(s) which is not covered or contained in this Agreement, provided that it provides advance written notice to the Union of the Centers decision to change common and accepted past practice(s) of the Center.

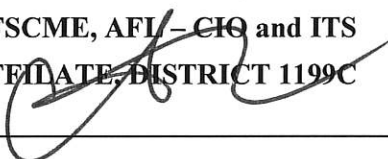
***ARTICLE 34: TRAINING AND UPGRADING FUND***

34.1 Effective 4/1/2020, the Center will contribute to the Philadelphia Hospital and Health Care – District 1199C Training and Upgrading Fund (hereinafter referred to as the "Fund") a sum equal to one and one-half percent (1.5%) of the gross payroll of all Employees in the bargaining unit covered by this agreement, but excluding Employees who have not completed their probationary period. Such monthly payments shall be due in the Fund office on or before the fifteenth (15<sup>th</sup>) day of each month and shall be based on the previous month's gross payroll.



**ARTICLE 35: DURATION OF AGREEMENT**

35.1 This Agreement will be in full force and effect for the period commencing April 1<sup>th</sup>, 2018 and ending March 31<sup>th</sup>, 2021. The Center and the Union agree to jointly enter into discussion relative to a renewal of this Agreement no later than the ninetieth (90) day immediately preceding the termination date of this Agreement.

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

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2507 CHESTNUT STREET  
OPERATIONS LLC, D/B/A  
THE BELVEDERE**

  
  
\_\_\_\_\_  
\_\_\_\_\_

**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 Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

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

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

**CHECK-OFF AUTHORIZATION**

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

To: \_\_\_\_\_ (the Employer)  
 You are directed to deduct from 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 Health Care Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION, 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 EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Field Office Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 302(a) 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 Employer at the following address:

\_\_\_\_\_

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

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

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

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

Department \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

**EXHIBIT C: POLITICAL ACTION CHECK-OFF**

**Political Action-Protection for your future**

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employed at \_\_\_\_\_

Department \_\_\_\_\_ Job Title \_\_\_\_\_

Amount of Pledge \_\_\_\_\_ per yr. \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

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

***Register and Vote!***

District 1199C Political Action Fund  
Check-Off Authorization

Date \_\_\_\_\_

To: \_\_\_\_\_

(Name of Employer)

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

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

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

***SIDE LETTER: LABOR MANAGEMENT MEETING***

**June 11, 2018**

This side letter to the Collective Bargaining Agreement is in response to the concern brought forth by the union in regards to the centers decision to move an LPN to a desk nurse position which has left two (2) LPN's to work on the floor. The Center will agree to hold a labor management meeting within forty five (45) days of ratification of the Tentative Agreement. The Regional VP of operations and Regional HR will be in attendance at this meeting.

**Side Letter: Wage Rate Adjustment**

**The Certified Nursing Assistants**

New hire start rate will be increased to \$13.00.

CNA's hired on or after December 29, 2019, will receive the ATB increase on July 1, 2020 of \$.23. They will receive no additional ATB's during the term of the current Collective Bargaining Agreement.

Employees whom are below the \$13.00 start rate will receive the greater of adjustment amount or the across the board wage increase as outlined in the Collective Bargaining Agreement. Since the ATB's will be fronted, they will not receive the ATB's on the dates outlined in the Collective Bargaining Agreement.

Employees whom are above the \$13.00 start rate will continue to receive the across the board wage increase as outlined in the Collective Bargaining Agreement

**The Licensed Practical Nurses**

New hire starting rate will be increased to the following:

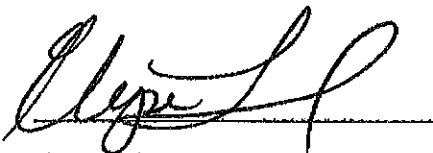
\$24.00 for employees with 0-2 years of experience

\$24.50 for employees with 3+ years of experience

New LPN's hired on or after December 29, 2019 will receive a \$.30 ATB on May 8, 2020.

Employees whom are below the start rates listed above will receive the greater of adjustment amount or the across the board wage increase as outlined in the Collective Bargaining Agreement. Since the ATB will be fronted, they will not receive the ATB on the date outlined in the Collective Bargaining Agreement.

Employees whom are above the adjusted start rates listed above will continue to receive the across the board outlined in the Collective Bargaining Agreement



Elyse Ford -- Vice President



Traci Fegley -- Regional HR Manger