

COLLECTIVE BARGAINING AGREEMENT

By and Between

1245 CHURCH ROAD OPERATIONS LLC,

d/b/a

HILLCREST CENTER

and

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

July 1st, 2018 – June 30th, 2023



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AGREEMENT

THIS AGREEMENT entered into and effective this 1st day of July 2018, by and between 1245 Church Road Operations LLC., d/b/a HILLCREST CENTER, Wyncote, PA, its successors and assigns (hereinafter referred to as the "Center") and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE, DISTRICT 1199C, (hereinafter referred to as the "Union"). The purpose of this Agreement is to provide a harmonious relationship between the Center and the Union regarding any and all matters pertaining to hours, wages, and working conditions.

PREAMBLE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the Center and the Union are injurious to the public and both parties are, therefore, aware that adequate means must be established for minimizing them and providing for their resolution. The Center and the Union agree that this overall policy may be best accompanied by negotiating in good faith and entering into written agreements evidencing the result of such negotiations; and establishing procedures to provide for the protection of the rights of the Center, its Employees and to insure to the public orderly and uninterrupted services.

ARTICLE 1: MANAGEMENT RIGHTS

- 1.1 The Center shall manage the Center and direct the work force. Management of the Center includes the right to plan, direct, and control Center operations; to hire, fire, layoff, assign, and transfer from job to job and department to department; to schedule hours of work, shifts, overtime and holiday work; to promote Employees or otherwise discipline Employees for just cause; to relieve Employees from duty due to lack of work or operational exigencies, or other reasons; to introduce new and improved processes, procedures, methods, or facilities; to make and enforce reasonable work rules, to carry out the policies and functions of the management; to fix and enforce standards of performance and quality; to determine and fix the size of the working force, and the extent to which the Center will be operated; to determine safety, health and properly protection measures for the Center; and to determine the number of management personnel and supervisors to be employed in the Center and their utilization for work in the Center.
- 1.2 It is understood and agreed that the Center's rights and prerogatives as set forth and described in Section 1 are subject to the express terms of this Agreement. It is further understood and agreed that the Center, in the exercise of such rights and prerogatives, will not utilize them for the purpose of discriminating against Employees because such are members of the Union.

ARTICLE 2: RECOGNITION

- 2.1 The Center recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for Employees within the classifications mentioned in Section 2 below.
- 2.2 The bargaining unit shall be comprised of part-time and full-time nonprofessional Employees employed by the Center, including Nurses' Aides, Residential Aides, Dietary, Laundry, Housekeeping and Maintenance Employees, and excluding management and supervisory Employees, confidential Employees, guards and professional Employees as defined in the Act.
- 2.3 Employee is defined herein as all regular part-time and full-time Employees working fifteen (15) hours or more per week under the jurisdiction of the Center. Full-time Employee is defined as an Employee working thirty (30) hours or more per work week.
- 2.4 Temporary Employees are not covered by this Agreement. A temporary Employee is one who is hired for a period of up to three (3) months. The said three (3) month period may be extended up to an additional three (3) months or for the length of maternity leave of an Employee being replaced; however, such Employee shall become a member of the Union after the expiration of the initial three (3) month period, and shall receive wages and benefits in accordance with the provisions of this Agreement. The Center does not intend to use temporary Employees to replace current bargaining unit Employees or to reduce their work opportunities.

ARTICLE 3: UNION SECURITY

- 3.1 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.
- 3.2 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 thirty (30) days after the effective date of this Agreement or on the thirtieth (30th) day following their date of hire, whichever comes first.
- 3.3 All Employees hired after the effective date of this Agreement shall become members of the Union on the thirtieth (30th) day following their date of hire and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- 3.4 For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.
- 3.5 Subject to the Grievance Procedure provision of 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 discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.
- 3.6 The Union shall indemnify and save the Center harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of action taken for the purpose of complying with the provisions of this Article.

ARTICLE 4: CHECKOFF

- 4.1. A. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A1", the Center shall, pursuant to such authorization, deduct from the wages due such Employee each month, starting not earlier than the first pay period beginning after the completion of the Employee's first thirty (30) working days of employment, and remit to the Union regular monthly dues as fixed by the Union. 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.
- B. An Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to join and remain a member of the Union as a condition of employment. Such Employees shall be required as a condition of continued employment to remit to the Sickle Cell Anemia Foundation, the Lupus Foundation or the American Cancer Society, each a recognized and valid charity under Section 501(c) (3) of Title 26 of the Internal Revenue Code, monthly sum equal to the initiation fee and regular dues of the Union, as provided for herein. Such sum shall be checked off by the Center from the Employee's pay at the same time and in the same amount as initiation fees and dues are and shall be remitted by the Center to the charity designated by the Employee from the above list. Such designation shall be in the form of a written authorization in the form of Exhibit "A2", annexed hereto and made a part hereof.
- C. Employees who are required by the provisions of Article 2, Union Security, to maintain their membership in the Union and who do not sign check-off authorizations, shall adhere to the same payment procedure by making payments directly to the Union or to the said agreed-upon charities.
- 4.2. A. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A3", the Center shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first pay period beginning after the completion of the Employee's first sixty (60) working days of employment, the sum specified in said authorization and remit same to the District 1199C Credit Union (or such other Credit Union as is designated by the Union) to the credit or account of said Employee. It is understood that such check-off and remittance shall be made by the Center wherever feasible.
- B. Upon receipt of a written authorization from any Employee in the form annexed hereto as Exhibit "A4", the Center agrees to check-off monthly the sum specified in the said authorization and to remit the same to the Union's Political Action Fund.

- 4.3 The Center 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 unit 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.
- 4.4 The Center shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.
- 4.5 Each month, the Center shall remit to the Union, by the fifteenth (15th) day of such month, all deductions for dues made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues have been deducted.
- 4.6 The Center agrees to furnish the Union, not less frequently than every two (2) months, a list containing the names of newly hired Employees, their addresses, social security numbers, classifications of work, and dates of hire; and, as well, the names of terminated Employees on leave of absence together with such other information ordinarily supplied to the Union by the Center at the effective date of this Agreement.
- 4.7 It is specifically agreed that the Center assumes no obligation, financial or otherwise, arising out 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 by the Center, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5: NO STRIKES OR LOCKOUTS

- 5.1 Under no circumstances shall there be any strike, sit-down, sit-in, slowdown, cessation or stoppage of work, sympathy strike, picketing, boycott, interference with or interruption of the Center's business, or any other refusal to perform work during the term of this Agreement, nor shall there be any lockout.
- 5.2 The Center may terminate the employment of, or otherwise discipline, any Employee who willfully violates any of the foregoing provisions of this Article. Any such termination or discipline shall not be subject to arbitration except on the limited issue as to whether the Employee engaged in the proscribed activity.
- 5.3 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 Center, or ratify, condone, or lend support to any such conduct or action.
- 5.4 In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Center occur, the Union, immediately upon knowledge of same, shall:
- a) Publicly disavow such action by the Employee;
 - b) Advise the Center that such action by Employees has not been called or sanctioned by

the Union;

- c) Notify the Employees of its disapproval of such action and instruct Employees to cease such action and return to work immediately;
- d) Post notices at Union bulletin boards advising that it disapproves of such action and instructing the Employees to return to work immediately.

5.5 The Union agrees that it will not oppose or seek to prevent the Center from obtaining appropriate injunctive or other legal relief in the Courts should there be any strike, sit-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interferences with the operations of the Center during the term of this Agreement.

5.6 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to go through or work behind any primary picket line at the Center's place of business; provided however, an Employee who exercises such right shall be deemed to be engaging in an economic strike and shall not be entitled during the duration of such strike to receive wages, holiday benefits, vacations, vacation benefits, or insurance coverage, or participate in any other Employee benefit plan under this Agreement.

ARTICLE 6: SENIORITY

6.1 Definition

Seniority shall be defined as the length of service of the Employee since his/her most recent date of hiring by the Center.

6.2 Probationary Period

The probationary period for all new Employees shall be ninety (90) calendar days. During such period, a probationary Employee may be terminated by the Center and such termination shall not be subject to the grievance and arbitration procedures of the Agreement. At the end of the probationary period, the Employee's seniority shall be retroactive to the date of hire.

6.3 Loss of Seniority

An Employee shall lose his/her seniority and shall be considered terminated for all purposes under the following circumstances:

- a) He/She quits his/her employment;
- b) He/She is discharged for just cause;
- c) He/She fails to report to work for three (3) consecutive work days without notice unless the Employee can prove that the failure to provide notice was due to circumstances beyond his/her control.
- d) He/She fails to return to work at his/her scheduled starting time after notice of recall from layoff in writing. Employees are required to have their current telephone number and address on file with the Center at all times and to report promptly any changes in same. The Center agrees not to disclose the telephone number and address.

- e) After he/she has been on a continuous layoff for a period in excess of nine (9)

months.

- f) He/She fails to report to work upon the expiration of a leave of absence; or
 - g) He/She obtains employment with another Center during the period of a leave of absence or begins to engage in self-employment during any such without having received the Center's express permission in writing.
- 6.4 When an Employee whose continuous service has been broken by any of the above causes is again hired, he/she shall begin as a new Employee of the Center.
- 6.5 Absence because of sickness or accident, disability or other approved leave of absence shall not constitute an interruption of continuous service.
- 6.6 The names of all new Employees shall be furnished to the Union within the first thirty (30) days of employment.
- 6.7 A copy of the seniority list will be furnished to the Union semi-annually.

ARTICLE 7: PROMOTIONS AND TRANSFERS

- 7.1 When any new jobs are created or permanent vacancies occur in the collective bargaining unit, notice thereof shall be posted for three (3) days on the Union Bulletin Board. Employees who wish to apply for the vacancy shall, in writing, indicate their qualifications for the job and shall file their bid by the end of the posting period. The Center shall post the successful bidder within ten (10) days after the closing bids.
- 7.2 Vacancies shall be filled by the promotion of the most senior bidding Employee (including part-time Employees) already employed by the Center who possesses the requisite skill and ability for the position.
- 7.3 *Filling of Vacancies*
- a) When a vacancy occurs within the bargaining unit (other than temporary transfers), the most senior Employee within said bargaining unit who bids on the vacancy shall be given preference provided he/she possesses the requisite skill and ability to perform the functions, duties and responsibilities of the job to the satisfaction of the Center within ten (10) working days after assuming said position. Employees who fail to qualify within the prescribed ten (10) day period shall be permitted to return to their former job without loss of their seniority.
 - b) Where it is determined that skill and ability are relatively equal among the bidding Employees, the Employees with the greatest amount of seniority shall be awarded the job.
 - c) Nothing in this Section shall be construed to mean that the Center is obligated to assign a job to any bidder who is not qualified.
- 7.4 If in the Center's opinion there is no qualified Employee, the Center may hire from outside.
- 7.5 Notwithstanding Sections 1, 2, and 3 above, the Center must first refer all vacancies to the Union's Employment Service.

ARTICLE 8: LAYOFFS

- 8.1 When in the opinion of the Center it is necessary to reduce the work force, temporary Employees in the affected job classifications shall be laid off first. Next, Employees in the affected job classifications who have not completed their probationary period will be laid off. Next, the most junior Employee in the affected classification shall be laid off. An Employee displaced as a result of such decrease in force shall be entitled, on the basis of his/her previous work service and provided he/she has the skill and ability to do the work required, to:
- a) Displace the most junior Employee in his/her department in an equal or lower-rated classification; if the Employee cannot qualify, then he/she may
 - b) Displace the most junior Employee in the Center in an equal or lower-rated job classification.
- 8.2 Recall after layoff shall be in the inverse order of seniority before any new Employees are hired, provided the recalled Employee has the skill and ability to do the work required. Employees laid off as a result of a decrease in the work force shall be entitled to claim an opening in their original job classification based upon their institution-wide seniority before such opening is filled by another Employee with lesser seniority.
- 8.3 In all cases of layoff or recall, the Center shall be the judge of the Employee's skill and ability subject to the grievance procedure.
- 8.4 The Center agrees, insofar as is possible, to give at least one (1) weeks' notice to the Union (or the Employees) of all layoffs, except where such advance notice is impractical because of events and circumstances beyond the control of the Center.
- 8.5 In the event an Employee is laid off, he/she may, upon request, receive full payment for earned, but unused vacation, earned but unused sick days (up to a maximum of five (5)), and unused personal days as quickly as possible, but not later than fifteen (15) days after layoff.
- 8.6 Laid-off Employees will have recall rights for nine (9) months. Probationary and temporary Employees have no recall rights.
- 8.7 *Super-seniority of Union Delegates*
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, as authorized by law. 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.

ARTICLE 9: DISCIPLINE

- 9.1 The Center shall not demote, suspend, discharge or take any disciplinary action against an Employee without just cause.
- 9.2 All cases of discharge and discipline must be taken up in the grievance procedure within five (5) working days from the date the discharge or discipline was imposed or the Union or the aggrieved Employee shall have no recourse to the grievance procedure.

- 9.3 The Center shall not discipline or discharge Employees in such a manner as to embarrass the Employee before the public or the other Employees except where the care and welfare of the patient would be directly and immediately affected.
- 9.4 Any Employee may appeal a demotion, suspension or discharge beginning at the third step of the grievance procedure, subject to the conditions set forth in the grievance procedure. The Union delegate and appropriate Union official shall be notified by the Center immediately following any demotion, suspension or discharge.
- 9.5 A minor infraction shall not be considered in progressive discipline after twelve (12) months if there is no intervening infraction during that period of time.
- 9.6 When an Employee is ordered to leave his/her work for disciplinary reasons, his/her delegate shall be notified by the Center and the delegate shall, without loss of pay, be afforded the opportunity to consult with the Employee for a reasonable time at a place provided by the Center, before the Employee leaves the premises, unless said Employee endangers the life or safety of others.
- 9.7 The Company and the Union agree to act mutually to ensure the free and open investigation of all cases of discipline, especially those dealing with suspected patient abuse. It is recognized that due to compelling issues of patients' rights as evidenced by increased federal regulations under OBRA, the Center and the Union will cooperate in the timely, fair and equitable investigation and documentation of all such abuse cases.

ARTICLE 10: HOURS OF WORK

- 10.1 The regular work week shall consist of thirty-seven and one-half (37½) hours and the regular work shift shall consist of seven and one-half (7½) hours exclusive of a one-half hour unpaid lunch period per shift.
- 10.2 An Employee shall work on the shift for which he/she was hired, subject to the emergency needs of the facility. Shift preference shall be given to the Employees with the most amount of seniority as vacancies occur.
- 10.3 Employees shall receive two (2) paid fifteen (15) minute breaks on each shift, to be scheduled by the Center. Such breaks shall not interfere with the efficient operation of the facility. One (1) paid fifteen (15) minute break may be combined with the one-half (½) hour unpaid lunch break, at the discretion of an Employee's supervisor.
- 10.4 Work schedules showing the Employee's shifts, work day and hours shall be posted on departmental bulletin boards one (1) week in advance. Except for bona fide emergencies, changes will be posted one (1) week in advance.
- 10.5 Each Employee who has completed six (6) months of continuous employment since his/her most recent date of hire shall be scheduled so that he/she has every other weekend off, unless the Center is precluded from doing so because of emergencies. New hires shall be scheduled a minimum of every third weekend off during the first six (6) months of employment.

- 10.6 When an Employee's schedule has been changed after posting, an Employee, who has not been notified of the change, who reports for work at the scheduled time, and no work is available in his/her classification, will be compensated by payment of a total of four (4) hours at his/her regular rate.
- 10.7 If an Employee misses a scheduled weekend, the Employee shall be required to make up that time on the following weekend. The only exceptions to the above shall be if the Employee is on funeral leave, vacation if he/she has been out sick three (3) days during the week before or after the weekend or if the Employee presents a doctor's note; provided, however, that this procedure (presenting a doctor's note may be used to excuse from the make-up requirement no more than two (2) weekend absences in a twelve (12) month period (all other must be made up as aforesaid).
- 10.8 Employees shall not be required to work more than seven (7) consecutive days.
- 10.9 The Center shall provide grace periods to Employees who are late due to bona fide mass transportation or inclement weather problems.

ARTICLE 11: OVERTIME

- 11.1 The Center shall be the judge of the necessity for overtime. Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for any work performed in excess of forty (40) hours during any one (1) week. A regular work week is defined as Sunday to Saturday.
- 11.2 The Center shall attempt to distribute overtime in a reasonably equal basis among the Employees in the classification where the work is being performed. Assignments of overtime shall be made from the bargaining unit seniority list on a rotating basis in the department where the overtime situation exists. Employees are required to work overtime when assigned.
- 11.3 Overtime will not be pyramided
- 11.4 The time spent in mandatory in-service meetings shall be considered time worked for overtime purposes.
- 11.5 No Employee who is requested to work hours outside his/her regularly scheduled shift shall be required to take time out of his/her regular shift to offset such hours, including holidays.
- 11.6 No paid leave shall be considered as time worked for the purpose of computing overtime payments.

ARTICLE 12: LEAVES OF ABSENCE

- 12.1 Leaves of absence without pay shall be granted by the Center to an Employee at Center's discretion. The Center will not unreasonably deny a request for a leave of absence.
- 12.2 Unless otherwise required by law, Employees shall be eligible for a leave of absence upon completion of one (1) year of employment. During Employees' first year of employment, after completion of the probationary period, Employees shall be eligible for a personal leave of absence of up to thirty (30) days.

- 12.3 The Center agrees to abide by the provisions of the Family Medical Leave Act. As such, an Employee who has been employed by the Facility for twelve (12) months and who has completed 1,250 hours of work during the twelve (12) month period immediately preceding the commencement of such leave will be entitled to up to twelve (12) weeks of leave during a 12-month period when they have a serious illness, need to care for a newborn or newly adopted or newly placed foster child or a seriously ill covered relation (spouse, parent, child as defined by FMLA). The Center will make the contributions to the Employees' health care coverage in effect during such leave for a period of up to twelve (12) weeks provided that the Employee pays his/her portion, if any, for the respective level of coverage.
- 12.4 During a voluntary leave of absence, the Employee shall retain but not accrue seniority. During an involuntary leave of absence, the Employee shall continue to accrue seniority.
- 12.5 Employees will not be entitled to receive benefits during a leave of absence. Benefits such as paid time off, vacation, holiday or sick leave do not accrue during any unpaid leave of absence.
- 12.6 Applications for a leave of absence must be in writing to a representative of the Center designated for such purpose. The request shall state the reason the leave is requested and the requested length of the leave. The Center's decision on the application shall be made in writing within ten (10) days of when the application is made.
- 12.7 Requests for an immediate emergency leave shall be answered promptly as possible, but in no event more than twenty-four (24) hours of when the request is made.
- 12.8 Leaves of absence may be granted only for the following reasons:
- a) Maternity - As required by law. The Center reserves the right to require a physician's certificate that the Employee is physically unable to continue working or that the Employee is physically able to continue working during the last stages of pregnancy. At the commencement of the leave, the Employee must inform the Center of whether she intends to return after the leave.
 - b) Illness - Maximum leave is twelve (12) months, but may be extended for reasonable cause by mutual agreement, or as otherwise required by law. Extensions will not be unreasonably denied.
 - c) Military Leave - As required by law.
 - d) Union Leave - Any Employee elected or appointed as a Union officer, or as a delegate to any labor activity, necessitating a leave of absence, shall be granted such leave without pay for up to one (1) year.
 - e) If an Employee is required to obtain additional training and/or education in order to maintain his/her position, the Center shall be required to make the necessary adjustments to enable the Employee to acquire such training and/or education.
 - f) At the discretion of the Center, leaves of absence without pay may be granted for personal reasons other than those listed in the above sections
- 12.9 When a leave without pay is granted for any of the reasons listed above, the Employee shall be guaranteed his/her job with regards to skill and wages within the Center upon his/her return provided the Employee returns within specified time limits.

- 12.10 During the period of absence, the Employee shall not engage in gainful employment without prior written consent from the Center. Failure to comply with this provision shall result in the complete loss of seniority rights of the Employee involved.
- 12.11 Leaves of absence may be extended by the Center.

ARTICLE 13: GRIEVANCE PROCEDURES

- 13.1 Should differences arise between the Union and the Center as to 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 Department Head or such other person as is designated by the Center. The Department Head or such other person as is designated by the Center will present his/her reply to the Steward or Employee within five (5) 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 five (5) working days to Step 2.
- Step 2 There shall be a discussion between the Union Steward and the Administrator of the Center. The Center will give its answer in writing within five (5) working days. If no satisfactory settlement is reached, the grievance shall be referred to Step 3 within five (5) working days.
- Step 3 There shall be a discussion between the Union Representative and the Corporate Director of Labor Relations or his/her designee. 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 Center, in writing, within thirty (30) days after the discussion in Step 3 of this grievance procedure.
- 13.2 The grievance must be initiated in Step 1 within five (5) 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 Center'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 Center'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.

- 13.6 A grievance which affects a substantial number or class of employees, and which the Center representatives or designee in Step 1 lacks authority to settle, may initially be presented at Step 2 by the Union's representative. If no satisfactory settlement is reached, the grievance shall be referred to Step 3 within five (5) working days.
- 13.7 Subject to the grievance and arbitration procedure of this Agreement as provided above, Stewards shall have the right to investigate grievances during working hours at no loss of pay provided the investigation cannot be reasonably conducted during non-working hours. In any event, the Steward must first obtain permission from his/her supervisor, and in the event he/she is required to go into another department, he/she must also obtain permission from the supervisor in that other department. Permission shall not be withheld unreasonably. The investigation shall not in any way interfere with the Center's operation.
- 13.8 Failure on the part of the Center to answer a grievance at any Step will not be deemed acquiescence thereto, and the Union may proceed to the next Step.

ARTICLE 14: ARBITRATION

- 14.1 Within thirty (30) days of the Step 3 grievance meeting the Union or the Center 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. The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms and conditions of this Agreement.
- 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 (½) of said compensation and expenses.
- 14.4 No more than one 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 Center, 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 of the terms of this Agreement.

ARTICLE 15: GENERAL PROVISIONS

- 15.1 All part-time Employees shall be eligible for wages and benefits as set forth in specific provisions of this Agreement.
- 15.2 *Bulletin Boards*
The Center shall provide the Union with one (1) locked bulletin board on which to post notices

provided such notices deal with meetings, election of officers, appointment of committees and other non-controversial matters concerning the affairs of the Union. There shall be two (2) keys - one for the Union delegate and one for the Center.

- 15.3 When a new job classification or department is established by the Center for the performance of work comparable to that performed by Employees covered by this Agreement, the Union will be notified and negotiations will convene promptly to determine whether or not such job classification or department should properly be included in the bargaining unit, and if so, the wage rate to be paid.
- 15.4 Vacation checks will be computed and written separately from Employee's regular work week paycheck.
- 15.5 Paychecks will be issued on a bi-weekly basis. In the event the Center changes the beginning date of the two (2) week pay period, the Center will notify the Union with a three (3) week advance notice of the change.
- 15.6 Third-shift Employees may pick up pay checks on payday at the end of shift time, unless the checks are unavailable for reasons beyond the Center's control.
- 15.7 The Center shall provide free parking facilities for Employees, provided that such parking facilities continue to remain available.
- 15.8 No Employee will be required to lift extra heavy patients without assistance.
- 15.9 Any Employee temporarily assigned to work in a higher classification shall receive the rate of pay for such classification for the hours he/she so works. Any Employee temporarily assigned to work in a lower classification shall be paid his/her regular rate of pay for the hours he/she so works. A temporary assignment should normally be one of two (2) weeks or less.
- 15.10 Labor-Management Meetings
The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, upon request of either party, meetings shall be scheduled at mutually agreeable times to take up matters of mutual concern. It is understood and agreed that grievances will be resolved through the grievance procedure.
- 15.11 The Center shall maintain one (1) confidential personnel file in the office of the Center for each Employee.
- 15.12 Individual personnel files shall be confidential. However, an Employee shall have the right to make such additions or responses to the material contained in his/her official personnel file as he/she shall deem necessary, but he/she shall not have the right to remove material from the file. The Employee shall not have the right of access to the official confidential pre-employment file.
- 15.13 The Center will furnish job descriptions to the Union for each job classification; the Union and the Center will meet to review same.
- 15.14 Employees shall not be required to use their own vehicles to transport patients.

15.15 Health and Safety

- a) The Center shall furnish each Employee with a safe and healthful workplace, which shall be free from recognized hazards as determined by any federal, state or local regulatory agencies which inspect for health and safety. The need for such safety devices and safeguards shall be determined and specified by said agency in compliance with applicable law. It shall be an obligation of each Employee to use these devices and safeguards as instructed.
- b) The Center shall inform Employees coming into contact with known hazardous conditions or toxic substances in the course of performing assigned duties as to the nature of the hazards and what measures, including personal protective equipment, are to be followed to avoid exposure.
- c) The Center shall provide such medical services and tests as may be needed for assessment of possible exposure to hazards and toxic substances at no cost to the Employee. The Center agrees to provide each Employee's physician, upon written request by the physician, with a complete report of the results of any tests or examination given.
- d) Recommendations from the Health and Safety Committee shall be taken into consideration in the formulation and administration of Center health and safety policies and procedures.

- 15.16 Payroll errors exceeding thirty dollars (\$30.00) which are not the Employee's fault, will be corrected within four (4) business days from the date the Employee notifies the Center after the Employee has received his/her paycheck. The Center will develop a form for the Employee to complete and submit to reflect the above.
- 15.17 Employees who are not scheduled for work and who are asked to come in and report within two (2) hours of the start of the shift for which they are called in, will be paid for the full shift, it being understood that Employees will report to work as soon after being called as possible.
- 15.18 Supervisors shall not do work normally performed by bargaining unit employees except for the purpose of instruction, training, filling in for absenteeism, and emergencies. An emergency is herein defined as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health of Employees and care of residents, to prevent damage to equipment, facilities, property and/or materials or to aid in correcting or repairing malfunctions.
- 15.19 Each new Employee shall be provided an in-service training upon hire or transfer to a new position.
- 15.20 Twenty-year (20) Club eligible Employees will participate in the twenty-year (20) Club on the same basis as non-represented Employees at other Genesis Centers.

ARTICLE 16: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- 16.1 The authorized representative(s) of the Union will have reasonable access to the Centers premises provided that the Union representative gives the Center twenty-four (24) hours' advance notice, except in the case 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 premises, he/she shall notify the Administrator, or person in charge, of his/her visit so that his/her activities do not interfere with customer care and 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.
- 16.2 Delegates of the Union shall be permitted to furnish information, police the terms of this Agreement, process grievances and perform related duties of mutual concern to the Employees and the Union. The Delegates shall have sufficient time to perform such duties during working hours.
- 16.3 The work schedules of Employees elected as Union Delegate shall be adjusted to permit attendance at regular delegate assembly meetings providing that Center operations shall not be impaired.
- 16.4 When a delegate finds it necessary to enter a department of the Center in the course of the performance of his/her duties as Delegate, he/she shall first advise the Personnel Office or the head of the Department or his/her designee as the Center shall so state. Such visits shall not interfere with the operation of the Center.
- 16.5 An Employee who serves as Union delegate (a maximum of five (5) shall be recognized for purposes of this Section) shall be granted two (2) days off per contract year without loss of wages or benefits to attend Union seminars which require delegate attendance, provided prior notice is given to the Administrator and provided the Center's operation is not impaired.

ARTICLE 17: HIRING

- 17.1 It being the desire of the parties to provide for an orderly system of recruitment and placement of workers on jobs, it is therefore agreed: The Center shall utilize the Union's Employment Service for the recruitment and referral of qualified persons for all full-time, part-time or temporary bargaining unit jobs and training position vacancies.
- 17.2 The Center shall notify the Union's Employment Service of all such bargaining unit jobs and training position vacancies and shall afford the Services forty-eight (48) hours from the time of notification to refer an applicant for the vacancy, before hiring from any other source.
- 17.3 The Employment Service shall be administered by the Union. The costs of operating the Service shall be borne by the Union.

- 17.4 Notwithstanding the foregoing, the Center retains the right to hire such applicants referred by the Employment Service as it deems qualified in its sole discretion; the Center also retains the right to hire applicants from other sources in the event the Employment Service does not refer qualified applicants within such forty-eight (48) hour period.
- 17.5 The Center shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of patients.
- 17.6 Neither the Service, in referring, nor the Center, in hiring, shall discriminate against an applicant because of membership or non-membership in the Union, or for any other reason set forth in Article 27 of this Agreement. The Employment Service shall give preference to applicants from the community when the Union members are not available.
- 17.7 The Center will advise the Union when a bargaining unit position is filled with a person who is not hired through the Union's Employment Service.
- 17.8 No Employee from any source other than the Union's Employment Service nor student Employee shall work in a bargaining unit job without pre-notification by the Center to the Union.

ARTICLE 18: ON THE JOB INJURY OR SICKNESS

- 18.1 In the event a non-probationary Employee becomes eligible for benefits under the Pennsylvania Workers' Compensation Law due to sickness or injury occurring on his/her job, the Employee shall be paid by the Center at his/her regular rate of pay for all hours that the Employee would have been scheduled to work during the first seven (7) calendar days of his/her absence due to the sickness or injury, if the Employee is out less than fifteen (15) calendar days. If the Employee is out fifteen (15) or more days and receives Workers' Compensation retroactively for the first seven (7) days, the Employee will reimburse the Center in an amount equal to the Workers' Compensation received. The Center will provide the name of its Workers' Compensation insurance carrier upon execution of this Agreement.

ARTICLE 19: BEREAVEMENT LEAVE

- 19.1 When a death occurs in the immediate family, a non-probationary Employee, upon request, shall be excused a maximum of three (3) consecutive scheduled working days, with pay, which shall include the day of the funeral and may include the day after burial. Immediate family shall include father, mother, step-mother, step-father, mother-in-law, father-in-law, wife, husband, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, grandparent, grandchild, legal guardian.
- 19.2 In the event an Employee desires to extend his/her bereavement, the Employee may, at the discretion of his/her Department Head, extend his/her bereavement with available vacation or personal days. Such approval will not be unreasonably denied.

ARTICLE 20: VACATION

- 20.1 Employees shall be entitled to paid vacation upon completion of their anniversary date at the following rate:

One (1) Year	Two (2) Weeks
Eight (8) Years	Three (3) Weeks
Ten (10) Years	Four (4) Weeks

- 20.2 All vacation hours become available on the Employee's service anniversary date and are accrued based on hours for which the Employee is compensated (excluding overtime and workers compensation payments) not to exceed the Employee's regular standard hours.
- 20.3 The vacation period shall be from the first day of January to the end of the calendar year.
- 20.4 All vacation hours may be used in one consecutive block of time with prior approval from Employee's Department Head.
- 20.5 The Center will make every reasonable attempt to grant Employee vacation requests as submitted. If more Employees than can be reasonably accommodated by the Center have submitted a request for the same vacation time, the available vacation shall be allotted on the basis of bargaining unit seniority within their respective departments. Vacation requests shall be made at least four (4) weeks in advance of the desired vacation and bargaining unit seniority shall be considered only when employees have submitted conflicting requests on the same date. All vacation requests must be submitted in writing and the Center shall respond in writing within fourteen (14) working days after receipt of such requests.
- 20.6 Vacation pay per week of vacation shall not exceed thirty-seven and one-half (37½) hours (or the Employee's normal weekly hours) at the Employee's basic straight-time hourly rate in effect for the Employee's regular job on the payday immediately preceding the Employee's vacation.
- 20.7 Employees shall not be required to make up weekends not worked due to scheduled approved vacation, provided the vacation request is submitted in advance in writing by the Employee and is approved by a member of management.
- 20.8 Vacation checks, in increments of one or more regular work weeks, will be computed and written separately from Employee's regular work week paycheck.

ARTICLE 21: HOLIDAYS

- 21.1 The Center recognizes the following holidays for non-probationary employees. Full-time Employees hired after November 1st, 2018, will be eligible on an annual basis to select seven (7) Holidays and one (1) Personal Day of their choosing from the Holidays outlined in the CBA.

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

- 21.2 If such non-probationary Employee works on any holiday, he/she shall be compensated at one and one-half (1½) times his/her regular rate of pay for all hours worked on such holiday.
- 21.3 Any non-probationary Employee who works on New Year's Day, Dr. Martin Luther King's Day, Easter, Memorial Day, Independence Day, Norman Rayford Day, Labor Day, Thanksgiving, or Christmas will be awarded a compensatory day off with pay or regular holiday pay. Employees must inform the Center thirty (30) days in advance of a named holiday whether they want a compensatory day off or regular holiday pay for a holiday on which they work.

- 21.4 An non-probationary Employee who does not work on New Year's Day, Dr. Martin Luther King's Day, Easter, Memorial Day, Independence Day, Norman Rayford Day, Labor Day, Thanksgiving, Christmas or a personal holiday shall be paid at his/her regular rate for the regularly scheduled hours that he/she would have worked that day had it not been a holiday, provided that he/she works in his/her scheduled work days before and after the holiday.
- 21.5 One personal day shall be arranged by mutual agreement between the Employee and the Center. One personal day may be used on an emergency basis.

ARTICLE 22: SICK LEAVE

- 22.1 Full-time non-probationary Employees shall be entitled to paid sick leave earned at the rate of one (1) day per month up to a maximum of nine (9) days per year (twelve (12) days per year for those Employees previously "grandfathered"). Employees shall not be permitted to accumulate sick leave from year to year. Sick leave does not accrue during any period of unpaid leave of absence.
- 22.2 Employees on the payroll as of December 15th (including those previously "grandfathered") of each year will be compensated at their regular rate for any accrued unused sick leave as of that date. Checks for unused sick time will be computed and written separately from Employee's regular work week paycheck. After buy back of sick days, Employees can have access to their full allotment of nine (9) sick days (twelve (12) for those previously "grandfathered"). They will be earned at the rate of one (1) day per month and should an Employee terminate prior to earning the number of sick days used in a given year, the amount not yet earned will be deducted from their final check.
- 22.3 Part-time non-probationary Employees shall receive a pro-rata portion of sick pay provided above.
- 22.4 An Employee may use a sick day or one-half of a sick day to cover time lost from work for visits to the doctor or dentist, provided such time is requested and approved in advance. Approval shall not be unreasonably denied.
- 22.5 In the event a family member as defined under Article 20 becomes ill an Employee may use his/her accumulated sick days for such absence from work.
his/her accumulated sick days for such absence from work.

ARTICLE 23: WAGES

23.1 Job Rates – Effective November 1st, 2018 and July 1st, from 2019 – 2022 as outlined below.

Certified Nurse Assistant (CNA)					
Year					
YOE	2018	2019	2020	2021	2022
0	\$13.25	\$13.45	\$13.65	\$13.85	\$14.05
1	\$13.45	\$13.65	\$13.85	\$14.05	\$14.25
2	\$13.45	\$13.65	\$13.85	\$14.05	\$14.25
3	\$13.85	\$14.05	\$14.25	\$14.45	\$14.65
4	\$13.85	\$14.05	\$14.25	\$14.45	\$14.65
5	\$14.25	\$14.45	\$14.65	\$14.85	\$15.05

23.2

Other Employees					
Year					
YOE	2018	2019	2020	2021	2022
0	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
1	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
2	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
3	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
4	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50
5	\$11.00	\$11.30	\$11.60	\$11.95	\$12.50

Maintenance Helper Effective 11/1/2018 \$14.00

23.3 Across the Board Increases (ATB).

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

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

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

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

- 23.4 Those Employees who do not elect paid sick leave coverage and paid holiday entitlement shall receive an additional fifty (50¢) cents per hour added to their base rate of pay.
- 23.5 Those dietary Employees, who function in a relief cook position, shall receive an additional fifty (50¢) cents per hour when functioning in the cook position unless currently receiving a greater premium.
- 23.6 In the event the Center needs to adjust the minimum rates to be competitive in the marketplace, the Center will notify the Union and if requested by the Union, will meet to discuss any adjustments to the minimum rates.

ARTICLE 24: WEEKEND DIFFERENTIAL

- 24.1 The Center agrees to pay twenty-five (25¢) cents per hour premium to Employees working any of the shifts commencing at 7:00 a.m. Saturday and concluding 7:00 a.m. Monday.

ARTICLE 25: TRAINING AND UPGRADING FUND

- 25.1 The Center will contribute to the Philadelphia Hospital & Health Care District 1199C Training and Upgrading Fund (hereinafter referred to as the "Fund"), a sum equal to one and one-half percent (1.5%) of the gross payroll of all Employees who complete their probationary period. Such monthly payments shall be due in the Fund office on or before the fifteenth (15th) day of each month and shall be based on the previous month's gross payroll.
- 25.2 Contributions so received by the Fund shall be used to study industry manpower needs, including shortages in entry-level jobs, upgraded positions and credential jobs, to develop career ladders, and to subsidize Employees in training and, when necessary, the costs of training in areas of manpower shortages. Such program shall be administered under the terms and provisions of the Agreement and Declaration of Trust, and any amendments thereof, which provide for equal representation by the Union and the Centers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an arbitrator or umpire, except as may be otherwise provided for

in said Agreement and Declaration of Trust, and his/her decision shall be final and binding.

The Trustees of the Fund, in addition to the monies received from Institutions, shall attempt to secure such additional funds as may be available from public or other private sources. In addition, the Trustees shall seek community cooperation in such programs.

- 25.3 An independent audit of the Fund shall be made annually and a statement of the results thereof shall be furnished to the Center.
- 25.4 Together with the periodic payments herein provided, the Center shall submit regular monthly reports to the Fund in such form as may be necessary for the sound and efficient administration of the Fund. The Center agrees to make available to the Fund such records of Employees as classifications, names, social security numbers, and accounts of payroll and/or wages paid which the Fund may require in connection with the sound and efficient administration of the Fund or that may be required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records.
- 25.5 A Union member who has been accepted for training under the Philadelphia Hospital and Health Care District 1199 Training and Upgrading Fund, shall be given an unpaid leave of absence up to and including the final day of training. The training leave will be approved or disapproved by the Center based on operational needs. Such approval shall not be unreasonably denied. An Employee shall be returned to his/her former position, or to an upgraded position if available, upon completion of training and provided the Employee shall give the Center not less than thirty (30) days written notice of his/her intent to return to work.

ARTICLE 26: HEALTH AND WELFARE

- 26.1 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.
- 26.2 Dental Coverage
The Center will provide Employees the same Dental Insurance on the same basis and costs as non-represented Employees.
- 26.3 Life Insurance
All full-time employees receive a life insurance policy in an amount equal to one times their salary rounded up to the next one-thousand (\$1,000.00) up to a maximum of fifty thousand (\$50,000.00).
- 26.4 Disability Benefit
A paid short-term disability benefit is available to all full-time employees after one (1) year of active employment. Employees must exhaust all available sick, personal and vacation days prior to receiving disability pay. The current short-term disability program is \$275/week to a maximum of twenty-six (26) after a fifteen (15) day waiting period.

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

26.6 Vision Plan
Vision plan to be offered to all bargaining unit employees on the same basis as non-represented employees at other Genesis Centers.

ARTICLE 27: RETIREMENT PLAN

27.1 The Center shall contribute monthly to the Pension Fund for Nursing Home and Health Care Employees -Philadelphia and Vicinity, a sum of money equal to four percent (4%) of the gross payroll for all employees covered by this Agreement who have completed one (1) year of employment with the Center. Such payments by the Center to the Pension Fund shall be made monthly based upon the previous month's payroll.

27.2 Such payments shall be used by the Trustees of the Pension Fund for the purpose of providing pension and retirement benefits for employees as the Trustees may from time to time determine.

27.3 The Pension Fund shall be held and administered under the terms and provisions of the Agreement and Declaration of Trust of the Pension Fund and any amendments thereof, which provide for equal representation by the Union and Centers contributing to said Pension Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration, except as may be otherwise provided for in said Agreement and Declaration of Trust, and his/her decision shall be final and binding. The Center hereby adopts and agrees to be bound by the terms and conditions of the Agreement and Declaration of Trust, and any amendments thereof.

27.4 An independent audit of the Pension Fund shall be made annually and a statement of the results thereof shall be furnished to the Center.

27.5 Such Pension Fund at all times shall take whatever action is necessary to secure and retain approval of the U.S. Internal Revenue Service as a qualified pension fund.

27.6 Together with the periodic payments herein provided, the Center shall submit regular monthly reports in such form as may be necessary for the sound and efficient administration of the Pension Fund.

27.7 The Center agrees to make available to the Pension Fund any such records of Employees such as names, classifications, social security numbers, dates of hire, hours of work, accounts of payroll and/or wages paid, and dates of termination or leave which the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund or that may be so required by ERISA in order to determine the eligibility of employees for Pension Fund benefits and to permit an accountant for the Pension Fund to audit such records.

27.8 Where contributions are not made when due, the Center and its successors and assigns shall be obligated, from the due date on, to pay interest and liquidated damages on all past due contributions in an amount as determined by the Trustees, any costs, including legal fees, incurred by the Pension Fund in connection with collection of delinquent contributions and payments for the cost of payroll audits when such audits disclose deficiency of payments.

ARTICLE 28: NON-DISCRIMINATION

28.1 The Center and the Union agree not to discriminate against any Employee on the basis of the Employee's race, color, creed, sex, age, political affiliation, national origin, Union membership or place of residency, nor against any disabled Employee, provided such disability does not interfere with the performance of work responsibilities or duties.

ARTICLE 29: WEEKEND PREMIUM PAY PROGRAM

29.1 In the event the Center establishes a Weekend Premium Pay Program, which decision and terms of such program are solely in the Center's discretion, Employees will be eligible to apply for such positions.

ARTICLE 30: SEPARABILITY

30.1 If any provision of this Agreement or the application thereof by any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of this Agreement and the application of such Agreement to any other person or circumstance shall not be rejected thereby, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 31: DURATION

31.1 All the terms and provisions of this Agreement and all of the rights and obligations created by this Agreement shall become effective as of July 1st, 2018, and shall remain in full force and effect through June 30th, 2023.

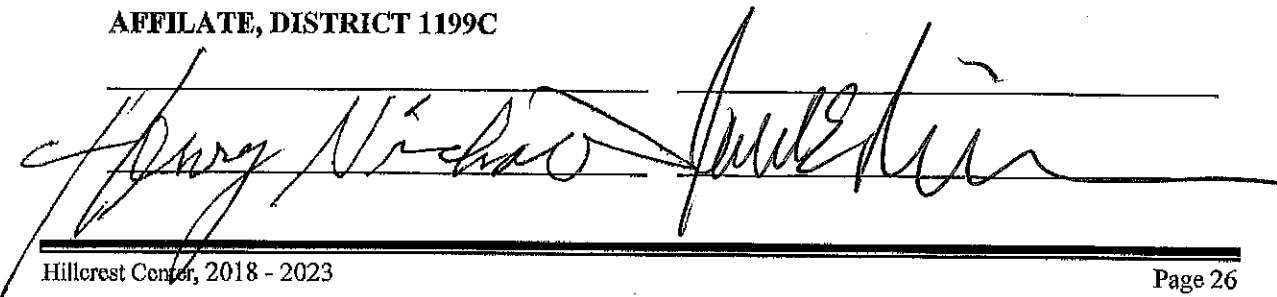
ARTICLE 32: ENTIRE AGREEMENT

32.1 This Agreement represents the entire Agreement between the parties, and there are no understandings or agreements, written or oral, relating to rates of pay, hours of work, or conditions of employment other than those set forth in this Agreement or incorporated herein by reference. Any future modifications, variations or additions to this Agreement shall be binding on the parties only if in writing and signed by the proper representatives of the Center and the Union. All previous past practices not specifically contained or referred to in this contract shall be held null and void as of the effective date of this Agreement. The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

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

**1245 Church Road Operations LLC, d/b/a
HILLCREST CENTER**



APPENDIX A1: DUES CHECK-OFF

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

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

Please Print

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

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

To: _____ (the Center)
 You are directed to deduct from my wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues 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 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 302D of the Labor Management Relations Act of 1947.

Print Name _____ Soc. Sec. No. _____

**APPENDIX A2: CONSCIENTIOUS OBJECTOR CHECK-OFF
AUTHORIZATION**

DATE: _____

TO: _____

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by District 1199C, National Union of Hospital and Health Care Employees as a condition of membership and in addition thereto, deduct each month a sum equal to the monthly membership dues required by said Union, and to remit all such deductions so made to the following charity:

This contribution will be deducted from my pay and remitted to the charity no later than the tenth (10th) day of each month immediately following the date of deduction or following the date provided in the Collective Bargaining Agreement for such deduction. This authorization will be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and will, however, renew itself from year to year unless the Employee gives written notice addressed to the 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 _____

APPENDIX A3: 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 _____

SIDE LETTER: MOA – JURY DUTY

Memorandum of Agreement

Addendum to Collective Bargaining Agreement

The Parties, Crestview Convalescent Home, Inc. d/b/a Hillcrest Center and National Union of Hospital and Health Care Employees Union, AFSCME, AFL-CIO, and District 1199C, have reached an agreement to amend the current Collective Bargaining Agreement.

The Addendum to the Collective Bargaining Agreement is as follows:

JURY DUTY LEAVE

Employees will be eligible for Jury Duty Leave on the same basis as non-represented employees at other Genesis Centers. All regular full-time employees who are called for jury duty will be paid straight time pay earnings minus jury duty fees received for all days of jury service.

For the Union:

For the Center:

/s/
Donna Ford

/s/
Mike Plott

12/8/05
Date

12/12/05
Date

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