

COLLECTIVE BARGAINING AGREEMENT

By and Between

DEER MEADOWS OPERATING LLC

8301 Roosevelt Boulevard

Philadelphia, PA 19152

and

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

March 1st, 2019 – April 30th, 2022



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AGREEMENT – PREAMBLE

This AGREEMENT, effective December 1, 2014, is by and between Deer Meadows Operating LLC at 8301 Roosevelt Boulevard, Philadelphia, PA 19152 (hereinafter "Employer"), and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE Employees, AFSCME, AFL CIO, and its affiliate DISTRICT 1199C, (hereinafter referred to as "1199C" or the "Union"), acting herein on behalf of the Employees of the said Employer (hereinafter referred to as "Employees"), as hereinafter defined in the Recognition Clause, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH

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

WHEREAS, it is the intent and purpose of the parties hereto that this agreement promote and improve the mutual interests of the residents of the Employer as well as of its Employees and to avoid interruptions and interferences with services to residents 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 **Bargaining Unit.** Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full-time and regular part-time service and maintenance Employees, including Certified Nursing Assistants, Social Service Assistants, Medical Records Clerks, Dietary Employees, Laundry Employees, Housekeeping Employees, Van Drivers and Maintenance Employees employed by Employer at its 8301 Roosevelt Boulevard, Philadelphia, Pennsylvania facility, but excluding all other Employees, sub-minimum wage Employees who are high school students employed on a part-time basis in the dietary department, professional Employees, technical Employees, managerial Employees, clerical employees, LPNs, RNs, guards, and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 **Reserved Rights.** All management: functions and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer.

More specifically, the Employer reserves the right to establish and administer policies and procedures related to resident care, research, education, training, operations, services and maintenance of its facilities; to reprimand, suspend, discharge or otherwise discipline Employees for just cause; to hire, promote, transfer, layoff and recall Employees to work; to determine the number of Employees and the duties to be performed; to maintain the efficiency of Employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to schedule and change work, work hours, days, shifts or weeks; to control and regulate the use of facilities, supplies, equipment and other property of its facilities; to determine the number, location and operation of divisions, department and all other units of the Employer; to determine the assignment of work, the qualifications required and the size and composition of the work force; to make or change Employer rules, regulations, policies and practices, including drug and alcohol testing; and otherwise generally to manage its facilities, attain and maintain full operating efficiency and optimum resident care and to direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the facilities; standards of service and care; budget; utilization of new technology, equipment or methods; organizational structure, selection and direction of personnel. The Employer reserves the right to discontinue operations in whole or in part, to transfer or subcontract work to other establishments, individuals or other companies; to buy, sell, lease, transfer, reorganize or close down all or any part of its operation; to determine the number and types of Employees required, and to otherwise take such measures as the Employer may determine to be necessary to the orderly or economical operation of its facilities. The above management rights are by way of example, but not by way of limitation.

- 2.2 **Resident Care.** The Union, on behalf of the Employees, recognizes that the primary obligation of the Employer is to insure the safety and comfort of its residents. Consequently, the Union agrees to cooperate with the Employer to attain and maintain full efficiency and optimal resident care. The Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.
- 2.3 **Subcontracting.** Bargaining unit work may be subcontracted to outside third parties as needed. If subcontracting results in the layoff of bargaining unit personnel, the Employer shall notify the Union in writing of the layoff and, if requested by the Union, the Employer shall meet at a mutually convenient time and place with representatives of the Union to discuss the layoff and to try to protect the job security of the bargaining unit personnel scheduled to be laid off.

ARTICLE 3: ENTIRE AGREEMENT

- 3.1 Employer and the Union acknowledged that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Most particularly, all of the wages and benefits to be received by the Employees in the bargaining unit are set forth in this Agreement and the Union will not claim entitlement for any wages or benefits of any type not set forth in this Agreement. Furthermore, Employer will not be bound by any past practice, whether economic or not, which may exist.

ARTICLE 4: NO STRIKES, LOCKOUTS, AND WORK STOPPAGES

- 4.1 **No Strikes, Work Stoppages, Etc.** Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities, which interrupt or tend to interrupt to full performance of work without regard to the cause therefor. Neither the Employees, the Union, nor any officers, agents or other representative of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support, or in any way participate in any strike, sympathy strike, slowdown, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.
- 4.2 **No Lockouts.** Employer agrees not to engage in any lockout during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.
- 4.3 **Additional Procedure.** In the event of a violation of this section No Strikes, Lockouts, and Work Stoppages, and in addition to any other remedy, Employer may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall within four (4) hours upon receipt of the grievance appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twelve (12) hours of his appointment upon telegraphic notice to Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he may deem appropriate to terminate such violation, of paragraph No Strikes, Work Stoppages, etc. No opinion shall be required, but only a written award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application or petition of Employer. The same procedure shall be applicable in the event of a violation of paragraph No Lockouts by Employer.
- 4.4 **Discharge.** Employees participating in any strike, slowdown, or other activity set forth in Article 4.1 shall be subject to discharge.

ARTICLE 5: UNION SECURITY

- 5.1 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.
- 5.2 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.
- 5.3 All Employees hired after the effective date of this Agreement shall become members of the Union no later than the thirtieth (30th) 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.
- 5.4 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.
- 5.5 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.
- 5.6 The Union agrees that it will indemnify and hold Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 6: CHECK-OFF

- 6.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", Employer shall, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the thirty (30) day period as provided in the Union Security provision, section 3, Employee's probationary period, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.
- 6.2 Upon thirty (30) days' written notice from the Union, Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.
- 6.3 Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.
- 6.4 Any Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body and 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 Employer, shall not be required to join and remain a member of the Union as a condition of employment.

- 6.5 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 Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues are and remitted by 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".
- 6.6 Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining agreement or (c) layoff from work or (d) agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from layoff or leave of absence, Employer will immediately resume the obligation of making said deductions.
- 6.7 Employer shall not be obliged to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, shall have failed to have received sufficient wages to equal the dues or charitable deductions.
- 6.8 Each month, Employer shall remit to the Union all deductions for dues and initiation fees, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15th day of each month, together with a list of all Employees from whom dues and/or initiation fees have been deducted and their social security numbers. In addition, each month, Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6.5 hereof together with the amount deducted for each Employee.
- 6.9 Employer agrees to furnish the Union each quarter with the names of newly hired Employees, their addresses, social security numbers, classification of work, dates of hire and names of terminated Employees, together with the dates of termination, and names of Employees on leave of absence.
- 6.10 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C", Employer shall, 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 or a credit union, designated by the Union to the credit or account of said Employee. It is understood that such check-off remittance shall be made by Employer whenever feasible.
- 6.11 Employer agrees to make payroll deductions each month from an Employee's pay for the District 1199C Political Action Fund. Said authorization shall be in the form annexed hereto as Exhibit "D." This deduction shall be made each month for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

- 6.12 The Union shall indemnify and save Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by Employer for the purpose of complying with any of the provisions of this Article or any other provisions of this Agreement relating to any requirements of membership in the Union, or obligations of Union members or by reason of Employer's reliance upon any list, notice, request or assignment furnished under any of such provisions or by reason of any action taken or not taken by the Union.

ARTICLE 7: WAGES

7.1 Minimum Starting Rates:

Position	0-4 years Experience	With 5 Years' Experience
Certified Nursing Assistant	\$12.50	\$13.00
Cook	\$11.00	\$12.50
Dietary Aide	\$10.00	\$10.00
Housekeeping Aide	\$10.00	\$10.00
Laundry Aide	\$10.00	\$10.00
Maintenance	\$10.00	\$11.50
Social Services Assistant	\$10.00	\$10.00
Van Driver	\$10.00	\$10.00

In hiring new Employees, the Employer may take into consideration the applicant's education and past experience and place the new Employee at any wage rate determined by Employer to be appropriate, provided it is no less than the applicable minimum rate or more than the rate of the highest paid Employee in the classification. The minimum rates shall remain the same for the duration of the contract.

- 7.2 **Wage Increases.** All CNAs shall be paid the above applicable rate for the term of the agreement, or receive the following increases, whichever is greater, but not both:

Upon Ratification \$.25 per hour

March 1, 2020 \$.25 per hour

March 1, 2021 \$.25 per hour

For example, a CNA with 1 year of experience who is currently paid \$11.00 would be paid \$12.50 per hour for the life of the agreement. A CNA with at least 5 years of experience who is currently paid \$12.50 would move to \$13.00 upon ratification and then to \$13.25 from March 1, 2020 to the end of the agreement.

All other employees within the bargaining unit shall be paid the above applicable rate or receive the following increases, whichever are greater, but not both:

Upon ratification \$.20 per hour

March 1, 2020 \$.20 per hour

March 1, 2021 \$.20 per hour

Any employee who is paid \$16.00 (except cooks) per hour shall receive the across the board increase in a lump sum, payable in 2 six month installments. Any bonus paid to a part time employee shall be prorated based on straight time hours worked.

ARTICLE 8 : HOURS OF WORK

- 8.1 **Work day and Work Week.** Seven and half (7.5) hours, exclusive of a one half (1/2) hour unpaid lunch period, shall constitute a regular day's work and thirty seven and half (37.5) hours shall constitute a regular week pay period. A work day is defined as the continuous twenty four (24) hours period beginning at the Employee's regular starting time. Nothing in this Agreement shall be construed as a guaranteed work day or work week or as any limitation on the Employer's right to assign extra work or overtime.
- 8.2 **Meals and Breaks.** There shall be two (2) fifteen (15) minute scheduled paid rest periods for Employees per seven and half (7.5) hour shift. Scheduling of breaks shall be at the Employer's discretion. There shall be one (1) thirty (30) minute scheduled unpaid lunch period for Employees working a seven and half (7.5) hour shift, exclusive of the seven and half (7.5) hour work day.
- 8.3 **Changes in Starting Time.** In the event that Employer wishes to permanently change an Employee's starting time, Employer shall notify the Employee of such change ten (10) work days in advance where possible. In the event that Employer wishes to temporarily change an Employee's starting time due to some emergency or other condition beyond Employer's control, one day advance notice is necessary, but Employer will attempt to notify the Employee as far in advance as possible. This provision shall not apply to probationary Employees.
- 8.4 **Reporting Time.** An Employee who reports for work at the start of his regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment for his regularly-scheduled hours at the regular hourly rate of pay or he may be assigned other work to do that he can perform at his applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or causes beyond the control of Employer.
- 8.5 **Call-Back.** When an Employee is called in to perform work after the termination of his regular shift and after she has left Employer's premises, she shall receive time and one half for all hours actually worked or four (4) hours pay at his regular straight-time rate, whichever is greater. The

provisions of this section shall not apply in the event of strikes, slowdowns, work stoppages, picketing, failure of utilities or any other interruption of operations beyond Employer's control.

- 8.6 **Weekends.** All Employees shall be required to work every other weekend and to make up missed weekend shifts. Employees who are unable to work on a weekend on which they would normally be required to work, where the inability to work is caused by funeral leave or the taking of a scheduled vacation, such Employees shall not be required to make-up the un-worked weekend.
- 8.7 **Call-Ins.** When an Employee before the start of the shift is called in to work a different shift, or to report to work on a day that he is not scheduled to work he will be paid for the full shift if he reports to work within a reasonable period of time, not to exceed two (2) hours after the start of the shift. If an Employee is called at the start of a shift or after the start of the shift, he will be paid from the time of the call if he reports to work within two (2) hours of the initial call and completes the shift.
- 8.8 **Trade Days Off.** Employees in the same job classification may request to trade days off, provided it is within the same workweek and does not result in overtime. The change request must be in writing and submitted to the appropriate supervisor(s) or his/her designee for their approval no less than 24 hours prior to the change. Both Employees must sign the request before the change will be considered. The Employer reserves the right to reject the request for patient care or other operational reasons.

ARTICLE 9: OVERTIME

- 9.1 **Overtime Pay.** Overtime shall be paid at time and one-half the Employee's regular hourly rate for all hours actually worked in excess of forty (40) hours in a week. There shall be no pyramiding of overtime or duplication of premium pay under this Agreement.
- 9.2 **Extra Work and Overtime.** The Employer may ask employees interested in working overtime to sign an overtime list at the time the schedule is posted. Extra work shall be offered to the part-time Employee(s) in the department on shift. If there are insufficient volunteers, the junior Employee(s) shall be required perform the work. If additional employees are needed the work will be offered to full time employees on shift with the junior employee(s) required to perform the work if needed. The Employer will follow the same order if employees are required to be called in. The Employer may use agency personnel to perform extra work or overtime as needed.

ARTICLE 10: PROBATIONARY EMPLOYEES

- 10.1 An Employee shall complete his probationary period after he has completed ninety (90) days of employment. Any time during an Employee's probationary period he may be suspended, or discharged, by Employer for any reason, and such suspension or discharge shall not be subject to the grievance or arbitration provision of this Agreement. Probationary Employees shall not be eligible for any benefits under this Agreement.

ARTICLE 11: PART-TIME EMPLOYEES

- 11.1 Regular part-time Employees who are regularly scheduled to work sixteen (16) or more hours per

week shall be covered by the terms of the collective bargaining agreement upon the completion of the probationary period and shall receive benefits only as expressly noted in this Agreement.

ARTICLE 12: STUDENTS AND TEMPORARY EMPLOYEES

- 12.1 **Students.** Nothing contained in this Agreement shall be construed to limit the right of Employer to employ sub-minimum wage high school student-Employees on a part-time basis, under a certificate approved by the United States Department of Labor. Such Employees shall be referred to as "student Employees" and are not represented by the Union or entitled to the wages, benefits, or other terms and conditions of employment covered in this Agreement.
- 12.2 **Union Membership.** Students who work more than twenty-five (25) hours per week in other than the summer (June, July and August) for more than four (4) weeks will be required to join the Union.
- 12.3 **Temporary Employees.** 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, or 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 to an additional three (3) months or for the length of the leave of an Employee being replaced. After three (3) months, temporary Employees shall receive all contractual fringe benefits that regular Employees are entitled to receive.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1 **Procedure.** Should any grievance arise as to the interpretation of or alleged violation of this Agreement or sympathy strike, the Employee or Employees affected or the Union shall process the grievance in accordance with the following procedure:
- Step One The Employee or Employees affected and/or their union delegate shall take the matter up with his immediate supervisor within five (5) days of its occurrence, either directly or through a representative of the Union in an attempt to effect a satisfactory settlement. The supervisor shall have five (5) days after the grievance was first presented to settle the matter. If no satisfactory settlement is reached, the grievant or Union, within five (5) days after the supervisor's answer, may appeal to
 - Step Two The grievance shall be reduced to writing and signed by the grievant and the Union and referred to the Department Head or his authorized representative within five (5) days of the Step One answer. The Department Head or his authorized representative shall have five (5) days after receipt of the grievance to give his answer. If no satisfactory settlement is reached within five (5) days after the Department Head's answer the grievant or the Union may appeal the matter to
 - Step Three The grievant and the Union will submit the written grievance to the Executive Director or his designee who shall have five (5) days in which to give his answer. If no satisfactory settlement is reached the grievance may be appealed to arbitration by the Union upon written notice to Employer and the American

Arbitration Association by registered mail within thirty (30) days of the answer of the Executive Director. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

- 13.2 **Effect of Failure to Appeal.** Any grievance shall be considered as settled on the basis of the last answer of Employer if not appealed to the next step or to arbitration with the time limitations set forth herein. Time is of the essence.
- 13.3 **Effect of Settlement.** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between Employer and the Union shall be final and binding upon the Employee, Employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by Employer and the Union shall be final and binding upon all Employees and upon any person affected thereby.
- 13.4 **Computing Time Limitations.** Saturdays, Sundays, and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.
- 13.5 **Discharge.** An Employee who has been discharged shall bypass Steps One (1) and Two (2) of the Grievance Procedure and file his grievance directly with the Executive Director within five (5) days of the discharge. The grievance shall then be processed in accordance with Step Three (3) of the Grievance Procedure.
- An Employee who is to be suspended or discharged shall have the right if he desires to have a Union Delegate represent him. The Union will be notified by Employer of the discharge or suspension of an Employee within forty-eight (48) hours of the discharge or suspension.
- 13.6 **Class Grievance.** A grievance which affects a majority of the bargaining unit which Employer's representative designated in Steps One (1) and Two (2) lacks the authority to settle may initially be presented at Step Three (3) by the Union representative.

ARTICLE 14: ARBITRATION

- 14.1 **Authority of Arbitrators.** The arbitrator will make his findings and render his decision to resolve the disagreement. The arbitrator shall not have the jurisdiction to add to, modify, vary, change or remove any terms of this Agreement or to determine that any provisions of this Agreement establishes an implied limitation upon Employer, which is not herein specifically set forth. The scale of wages established by this Agreement shall not be changed by any arbitration decision.
- 14.2 **Effects of Decision.** The decision of the arbitrator shall be final and binding upon Employer, Union, and the Employees covered by this Agreement.
- 14.3 **Expenses.** The expenses of the arbitration and the arbitrators' fee shall be borne equally by the parties.
- 14.4 **Retroactivity.** Awards or settlements of grievances shall in no event be made retroactive beyond the date on which the grievance was first presented in Step One (1) of the Grievance Procedure except if the grievance concerns an error in the Employee's rate of pay, the proper rate shall be applied retroactivity to the date the error occurred. All claims for back wages shall be limited to the amount agreed to by Employer and the Union or ordered by the arbitrator, as the case may be,

less any unemployment compensation or other compensation that the aggrieved Employees may have received from any source during the period for which back-pay is claimed.

ARTICLE 15: SENIORITY

15.1 **Definition.** Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the bargaining unit. Classification seniority shall be defined as the length of time an Employee has been continuously employed in her current classification.

15.2 **Accrual**

- a) An Employee's seniority shall commence after the completion of his Probationary Period and shall be retroactive to the date of his most recent hiring.
- b) Bargaining unit seniority and classification seniority shall accrue during a continuous authorized leave of absence without pay provided that the Employee returns to work immediately following the expiration of such unpaid leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff, not to exceed the lesser of twelve (12) months, or the length of an Employee's continuous employment if the Employee is recalled into employment. Employer may, in particular circumstances, grant an extension in leaves of absence.
- c) A temporary Employee shall have no seniority during the time he occupies his status of temporary Employee. Should any temporary Employee become a permanent Employee, seniority shall begin on the date the Employee was hired as a regular employee.
- d) Part-time Employees shall accrue seniority as set forth in (a), (b) and (c) above on a pro-rata basis based on actual work hours not to exceed 37.5 per week.

15.3 **Loss of Seniority.** Seniority shall be broken when an Employee:

- a) Quits, resigns, or takes a job elsewhere, when his regular work is available at Employer.
- b) Is discharged for just cause.
- c) Is laid off or is otherwise out of work for any reason for a period of twelve (12) consecutive months or a period exceeding the length of 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 five (5) working days after being notified by telegram or mail at the last address in Employer's records. Employer shall also send a copy of the notification to the Union.
- e) Fails to return following the end of a leave of absence, vacation or sick leave unless the Employee presents a reasonable excuse acceptable to Employer.
- f) Is employed by another Employer during a leave of absence except for military duty; unless the Employee has contrary written permission of the Executive Director.
- g) Fails to return following a disciplinary suspension.
- h) Is absent for forty-eight (48) consecutive hours without notifying Employer unless the Employee presents a reasonable excuse acceptable to Employer.

- i) Falsifying the reason for a leave-of-absence whether such leave is paid or unpaid.

ARTICLE 16: PROMOTION OR TRANSFER

- 16.1 **Job Openings.** When an opening in the bargaining unit occurs that the Employer intends to fill, Employer agrees to post a notice of such opening for seven (7) consecutive calendar days on a bulletin board in the facility. Preference shall be given to the Employee with the greatest skill and present ability to perform the new job. Bargaining unit seniority shall govern where skill and present ability to perform the new job are considered by the Employer to be equal. Employer has the right to determine the qualifications of Employees.
- 16.2 **Return to Previous Position.** If anytime within two (2) months Employer determines that any transferred or promoted Employee is not qualified for the job or is not performing the work satisfactorily, the Employee shall be returned to the job from which he transferred or was promoted without loss of seniority. An Employee shall not exercise his promotional opportunity more than once in twelve (12) months, unless no present Employee bids on a job in which case such Employee may exercise his promotional opportunity as often as twice during a twelve (12) month period.
- 16.3 **Pay Rate.** When an Employee is permanently transferred or promoted, such Employee shall be paid the rate of the job to which he or she has been transferred or promoted.

ARTICLE 17: LAYOFF

- 17.1 **Layoffs.** If it becomes necessary to reduce Employer's work force because of a lack of work or other situation that curtails normal operations, the following shall apply:
- a) Reduction in force shall be by job classification;
 - b) Temporary and other non-covered employees followed by Probationary Employees within the classification shall be the first ones laid-off.
 - c) After non covered Employees, temporary and probationary Employees, employees in the classification shall be laid off based on the Employer's assessment of their disciplinary record and skill and ability to perform the remaining work. In the event Employees' record, skill and ability are considered by the Employer to be equal, classification seniority shall control.
- 17.2 **Vacancies.** In the event an Employee is scheduled to be laid off and there exists a vacant position or a position filled by a student, probationary Employee, or temporary Employee which the Employee scheduled to be laid off has the present ability to perform, then bargaining unit seniority shall prevail in assigning such Employee scheduled to be laid off to such vacant position or position filled by the probationary Employee. If an Employee remains scheduled for layoff after the above procedures are followed, the Employee may bump into a job occupied by an Employee with less bargaining unit seniority provided the Employee worked in that department in the previous twelve (12) months and in the opinion of the Employer, has the present ability to perform the work.
- 17.3 **Union Delegates.** For purposes of layoff and recall only, delegates shall have super seniority as long as he/she can perform the work available.

ARTICLE 18: RECALL

- 18.1 **Order of Recall.** Employees laid-off shall be recalled by job classification in inverse order of their layoff, If a vacancy occurs in a job classification where no laid-off Employee has recall rights in that classification, laid-off Employees, based upon their bargaining unit seniority, shall be given next consideration, provided in the opinion of Employer, they have the present ability to perform the work. Whether an Employee has the skill and present ability to perform the work when recalled to a classification different from the one he held at the time of his layoff shall not be subject to the grievance and arbitration provision of this Agreement.
- 18.2 **Probationary Employees.** Probationary and Temporary Employees laid off have no recall privileges.

ARTICLE 19: HEALTH AND WELFARE

- 19.1 **Health Insurance.** After ninety (90) days of employment Employees who are regularly scheduled thirty (30) or more hours per week are eligible for health, dental and vision insurance under the terms of the Employer's plans, as the plans may be modified or changed by the Employer. Employee contributes 20% of cost for single coverage through pre-tax payroll deduction. Employees who choose additional coverage (i.e., spouse, children and/or family) pay 60% of the cost.

- 19.2 **Supplemental Insurance.** Employees may purchase at their own expense a short-term disability policy and other supplemental insurance programs through AFLAC or other qualified insurance carriers

ARTICLE 20: HOLIDAYS

- 20.1 **Designated Holidays.** New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Norman Rayford Day, Labor Day, Thanksgiving and Christmas Day shall be paid holidays. Each regular full-time Employee not scheduled to work on any such holiday shall be paid the number of hours he is regularly scheduled to work at his regular straight-time rate of pay provided that:

- a) Such Employee has satisfactorily completed his probationary period preceding the holiday involved;
- b) Such Employee works his entire scheduled work day immediately preceding and his entire scheduled work day immediately following the holiday.

- 20.2 **Work on a Holiday.** Full time and regular part time Employees who work on a holiday shall be paid double time provided:

- a) Such Employee has satisfactorily completed his probationary period preceding the holiday involved;
- b) Such Employee works his entire scheduled work day immediately preceding and his entire scheduled work day immediately following the holiday.

- 20.3 **Required Holiday Work.** Within a calendar year, each Employee must work at least one holiday beginning with the Memorial Day holiday through the Labor Day holiday, and also work either Christmas Day or New Year's Day. Recognizing that Employer operates every day of the year and that it is not possible for all Employees to be off on the same day, Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, Employer agrees to make a reasonable effort to distribute holidays off on an equitable basis within a department.

- 20.4 **Personal Day.** Each regular full-time Employee is entitled to two (2) personal days of his choice, provided fifteen (15) days advance notice is given and there is no conflict with the work schedule of the department. Each regular full-time Employee shall be paid the number of hours he is regularly scheduled to work at his regular straight time rate, provided that:

- a) Such Employee has satisfactorily completed his probationary period preceding the personal day, and;
- b) Such Employee works his entire scheduled work day immediately preceding and his entire scheduled work day immediately following the personal day or the substitute holiday.
- c) Personal days are provided on an annual calendar basis. Such time is not an accrued benefit and does not carry over to any future time periods. A personal day not used for scheduled time off will be forfeited at the end of each calendar year. For newly eligible Employees, personal day availability is prorated based on the number of months remaining each calendar year after the Employee completes his/her Union probationary period, that is, after the 60 days worked.

- 20.5 **Holiday Dates.** Holidays will be observed on the day they are officially recognized. For Employees working on a five-day, Monday through Friday schedule, holidays that fall on Sunday will be observed the following Monday, and holidays that fall on a Saturday will be observed the preceding Friday.
- 20.6 **Vacation.** If a holiday falls during an Employee's vacation, at the option of Employer the vacation may be extended by one (1) day, the Employee shall receive an extra day's regular pay or a day off with regular pay.

ARTICLE 21: VACATIONS

- 21.1 **Vacation Accrual.** Full time employees previously employed with the Deer Meadows Retirement Community shall be eligible to continue to accrue the total number of annual vacation days they were entitled to as of December 1st, 2014. Any increase in their vacation accrual shall be as set forth in this Article. Each regular full-time Employee who is on the Employer's active payroll shall accrue vacation as set forth below on the basis of the number of hours he is regularly scheduled to work per day at his regular straight-time rate.

Continuous Service	Accrued Paid Vacation
one through five years	8 work days (60 hours)
six to ten years	10 work days (75 hours)
eleven to fifteen years	12 work days (90 hours)
sixteen to twenty years	14 work days (105 hours)
over twenty years	16 work days (120 hours)

The vacation eligibility year shall be established according to each Employee's anniversary date. Regular part-time employees who are regularly-scheduled for 25 or more hours per week and full-time employees who are regularly scheduled to work between 30 and less than 37.5 hours per week are eligible for pro-rated vacation based on hours worked.

- 21.2 **Vacation Pay.** An Employee may request, through his supervisor to receive his vacation pay before commencing his vacation, provided such request is made at least two (2) weeks in advance.
- 21.3 **Absence from Work.** Paid time off (vacation, sick, holidays, bereavement and jury duty) shall be counted as time worked in determining vacation accruals earned under this Agreement. All other absences, either voluntary or involuntary, shall not be considered as time worked for purposes of computing vacation time earned hereunder.
- 21.4 **Accrual Rates.** Vacation benefits shall be earned during such period that an Employee is on the active payroll as follows. An Employee shall not accrue vacation credit during the first six (6) months of employment. After completion of six (6) months of active employment, an Employee shall be credited retroactively with vacation credit from the date of his original hire:
- a) Employees entitled to 8 work days' vacation shall earn 2.3 hours per bi-weekly pay period;
 - b) Employees entitled to 10 work days' vacation shall earn 2.88 hours per bi-weekly pay period;

- c) Employees entitled to 12 work days' vacation shall earn 3.46 hours per bi-weekly pay period;
 - d) Employees entitled to 14 work days' vacation shall earn 4.04 hours per bi-weekly pay period;
 - e) Employees entitled to 16 work days' vacation shall earn 4.62 hours per bi-weekly pay period;
- 21.5 **Unused Vacation.** Twenty-five percent (25%) of an employee's unused vacation may be carried over to the following year.
- 21.6 **Scheduling.** Vacation schedules shall be established on a year-round basis. Employees are required to give advance notice to their Department Heads of their vacation request in accordance with Departmental procedure. In no instance shall the advance notice be less than six (6) weeks. The number of Employees on vacation at one time shall be at the discretion of Employer. Seniority will govern where more than one Employee requests the same vacation period, provided that Employer shall make a reasonable effort to treat Employees equally in the scheduling of the more desirable vacation periods. Vacation day(s) granted will not extend beyond day(s) requested
- 21.7 **Pay Upon Termination.** Employees with at least one (1) year of continuous service who resign shall receive pay in lieu of unused earned vacation, provided advance notice equal to the earned paid vacation days is given.

ARTICLE 22: SICK LEAVE

- 22.1 **Definition.** Sick leave is defined as an absence of an Employee from work by reason of illness or non-work connected accident and is not compensable under the Workman's Compensation Laws in Pennsylvania. Sick leave will not be granted or paid for day(s) immediately before or after a vacation.
- 22.2 **Accrual.** Sick leave for Employees previously employed by Deer Meadows Retirement Community shall be earned by regular full-time employees at the rate of .666 sick days per month. Sick leave for all other regular full-time Employees shall be earned at the rate of one half (.5) day per month of employment. Sick leave shall be pro-rated based on hours worked for full-time employees who are regularly scheduled to work at least 30 and less than 37.5 hours per week. Regular part time employees shall accrue sick leave at the rate of one hour for every 40 hours worked up to a maximum of 40 hours per year. Sick leave may be used after the Employee has completed his/her probationary period. One-half of an Employee's unused sick leave earned that year will be bought out at the end of each year (i.e. up to 4 days for former DMRC employees and up to 3 days for all others). The balance may be carried over to the following year provided the Employee's maximum number of sick days does not exceed twelve (12). Unused sick leave is not paid out upon termination of employment for any reason.
- 22.3 **Absence from Work.** Paid time off (vacation, sick, holidays, bereavement and jury duty) shall be counted as time worked in determining sick leave accruals earned under this Agreement. All other absences, either voluntary or involuntary, shall not be considered as time worked for purposes of computing earned sick time.

- 22.4 **Notification and Proof of Illness.** To be eligible for benefits under this Article, an Employee who is absent must notify Employer three (3) hours prior to the start of their regularly scheduled shift. Employer may require written certification of a physician or other proof of illness or injury hereunder for those Employees absent more than one (1) day. Employees who may have been on sick leave also may be required to be examined by Employer's doctor or his designee before being permitted to return to duty. Employer reserves the right to require a doctor's certificate in order for an Employee to receive sick leave with pay for absences of less than three (3) days for Employees with records of repeated absences, with more than one absence adjacent to a weekend (Monday or Friday) or a holiday or any other day when an Employee is paid, but did not work. Sick days may not be used on either side of vacation time.
- 22.5 **On the Job Injury.** If an Employee is injured during the course of any work day and reports the injury to Employer, Employer agrees to pay the Employee for time lost from his regularly scheduled work while receiving treatment in a clinic or hospital, if required. If, on the orders of a physician an Employee is kept in the hospital or sent home by the Employer, said Employee shall be paid for the balance of his/her work day at his appropriate hourly rate of pay.
- 22.6 **Family Illness.** Up to two (2) days earned sick leave may be used per year to enable an Employee to care for his/her current spouse and dependent children, grandchildren or a parent, provided such person is ill. All other provisions of this Article (notification, doctor's certification, etc.) shall be applicable.
- 22.7 **Medical Appointments.** An Employee may use up to two (2) sick days each calendar year for doctors' appointments for the Employee, provided that the Employee submits a request in writing to his/her supervisor at least forty-eight (48) hours in advance of the appointment and provides a note from the doctor upon returning to work which confirms the appointment. Approval of such requests will be subject to staffing levels and shall not be unreasonably denied.
- 22.8 **Exhaustion of Sick Leave.** If an Employee calls out sick and has exhausted his/her earned sick leave, the Employer will have the option of applying other paid time (vacation or personal time) or unpaid time to cover the absence. Employees with call-outs who have exhausted earned sick leave remain subject to disciplinary action.
- 22.9 **Discipline.** An Employee will not be disciplined for properly using sick leave unless the Employee has exhausted his/her earned sick leave.

ARTICLE 23: DEATH IN FAMILY

- 23.1 **Bereavement Leave.** Full-time and part-time employees who are regularly scheduled to work at least twenty-five (25) hours per week and who have completed their probationary period will be allowed up to three (3) regular scheduled days off with pay at his/her regular straight time rate between the date of death and the day after the funeral in the event of the death of an Employee's parent, step-parent, spouse, child, step-child, brother, sister, grandparent, grandchild, parent-in-law and one (1) day off for the death of an Employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.

- 23.2 **Other Time.** Vacation time, personal days, or any earned holiday time requested in addition to bereavement leave will not be unreasonably denied to an employee traveling over two hundred (200) miles to a funeral for an individual listed in 24.1. Proof of funeral location and Employee's attendance at funeral must be provided upon return.
- 23.3 **Eligibility.** There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death, funeral attendance and verification of relationship may be required.

ARTICLE 24: UNPAID LEAVE

- 24.1 **Approved Leaves.** Employees shall be eligible for unpaid leave in accordance with the following:
- a) **FMLA Leaves.** Employees who have worked at least 1,000 hours the previous year shall be eligible for FMLA Leave under the terms of the Employer's FMLA policy. FMLA leaves may be extended in the discretion of the Employer for good cause shown for up to an additional three (3) months. Employees must notify Employer at least fourteen (14) days in advance of their desire to return to work. Failure to return to work within the specified time limits shall result in termination unless the Employee has requested and received an extension of leave in writing from the Employer for good and sufficient reasons.
 - b) **Other Leaves of Absence.** Leaves of absence without pay may be obtained at the discretion of Employer for other good reason. Such leaves are limited to a maximum of three (3) months and will not interfere with the operation of Employer. Such requests shall be in writing and submitted at least fourteen (14) calendar days in advance absent an emergency excusable by Employer.
 - c) **Military Leave.** Leave of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.
 - d) **Union Business.** A leave of absence not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of Employer.
- 24.2 **Use of Accrued Time.** Employees shall be required to use all accrued paid time off as part of any leave, excluding military leave.

ARTICLE 25: JURY DUTY

- 25.1 **Jury Pay.** Employees who are required to miss work as a result of jury duty shall be compensated by the Employer for wages they would have received at their regular, straight time rate minus the compensation they actually received while serving as a juror for all time lost from their regular working hours, not to exceed fifteen (15) days.

- 25.2 **Required Notice.** Employees shall promptly provide to the Employer the subpoena or notice to report for jury duty and if applicable, proof of jury service, and tender the payment for jury service to the Employer

ARTICLE 26: UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

- 26.1 **Visitation.** An authorized representative of the Union shall have reasonable access to Employer's premises for the purpose of conferring with Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. When a Union representative enters Employer's premises, he shall first notify the Executive Director or his designee regarding the Union's presence in order to receive permission for same. Such visit shall not in any way interfere with the resident care or the efficient operation of Employer. Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his visit.
- 26.2 **Union Delegates.** There shall be one (1) delegate for every twenty-five 25 bargaining unit employees.
- 26.3 **Grievances.** Whenever a Union delegate finds it necessary to investigate a grievance, he/she must receive the permission of his/her supervisor. In the event the grievance involves another Employee, the delegate must receive the permission of the other Employee's supervisor to meet with the Employee. Permission shall not be unreasonably denied. In no event shall the investigation of grievances interfere with the operation of Employer.
- 26.4 **Delegate Meetings.** A Union delegate who wishes to attend the regular delegate assembly must notify Employer's Executive Director at least fifteen (15) days prior to the meeting. Upon receiving the aforesaid fifteen (15) days' notice the Executive Director shall adjust the delegate's work hours in order that the delegate may attend the meeting without pay; provided, however, that the rescheduling of hours does not impair the operation of Employer.
- 26.5 **Conferences.** Up to four (4) Union delegates may be granted up to a total of twelve (12) days with pay to attend Union training and conferences in each contract year. Requests for such time off must be submitted by the delegate to her/his Department Manager in the same advance time notice period as required for that department for scheduling time off, such as for vacations. The delegate shall provide proof of attendance.
- 26.6 **Bulletin Boards.** Employer shall provide two (2) bulletin boards, one at the time clock station on the first floor and another at the time clock in the Dining Services Department for the exclusive use of the Union for the purpose of posting notices specific to the Union.

ARTICLE 27: UNIFORMS

- 27.1 **Payment.** Regular full-time Employees who have completed their probationary period and who are required to wear uniforms shall receive a uniform allowance of one-hundred dollars (\$100) payable on December 1st of each year. Regular part-time employees who are regularly scheduled for twenty-five 25 or more hours per week shall receive a uniform allowance of \$50. Payment shall be by separate check.

- 27.2 **Dress Requirements.** Employees who are required to wear uniforms must report to work in an appropriate uniform. It is recognized that Employer may establish a dress code.

ARTICLE 28: TRAINING AND UPGRADING FUND

- 28.1 **Participation.** Effective January 1st, 2016, the Employer shall contribute to the Philadelphia Hospital and Healthcare District 1199C Training and Upgrading Fund and shall make monthly payments based upon the previous month's payroll. Payment shall be due no later than thirty (30) days following the payroll for the month which they are based. Therefore, the Employer's first contribution for the month of January 2016 shall be made no later than February 28, 2016.
- 28.2 **Contribution Amount.** Contributions shall consist of a sum equal to one and one-half percent (1 1/2%) of gross payroll. "Gross payroll" shall mean total compensation of the employees in the bargaining unit who have worked at least 1000 regularly-scheduled hours. The Employer's sole obligation shall be to contribute to the Fund as set forth in this Article and the Employer shall have no obligation for the administration or maintenance of the Fund.
- 28.3 **Purpose.** Contributions so received by the Trustees shall be used to study staffing needs, including shortages and 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. Such programs shall be administered under an Agreement and Declaration of Trust in accordance with applicable law. An independent audit of the Fund shall be made annually, and a statement of the results shall be furnished to the Employer. The Fund shall include with the audit a list of the Employer's employees who have received benefits from the Fund and the training they received.

ARTICLE 29: COMPLIANCE WITH APPLICABLE LAW

- 29.1 **No Discrimination.** The parties agree to continue their present practice of non-discrimination against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, age, or sexual preference. Neither the Union nor Employer shall discriminate against any individual because of a non-job-related handicap or disability as defined in the Americans with Disabilities Act.
- 29.2 **Family and Medical Leave Act of 1993.** The parties agree to comply with all of the provisions of the Family and Medical Leave Act of 1993. The parties agree that the applicability of the Family Leave Act shall in no way diminish any greater rights or benefits which Employees presently enjoy.

ARTICLE 30: EFFECT OF LEGISLATION SEPARABILITY

- 30.1 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 of the Commonwealth of Pennsylvania, such provision of such law or regulation, as long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 31: MISCELLANEOUS

31.1 **Personnel File Inspection.** An Employee, and his/her Union representative and/or delegate, upon written consent of the Employee, may inspect the contents of his/her personnel file under the following terms and conditions:

- a) He/she must make an appointment during regular business hours with the Personnel Department;
- b) He/she will not be paid for the time inspecting his/her file;
- c) Nothing may be removed from the file;
- d) Nothing may be written by the Employee or his/her representative or delegate on any papers in the file;
- e) Employer may have a representative present at the time the file is being reviewed.

31.2 **New Job Classifications.** If the Employer establishes a new position in the Nursing, Dietary, Housekeeping, Laundry or Maintenance Departments covered by this Agreement, the wage rate of such position shall be determined by negotiation between the Union and the Employer. The Employer shall submit to the Union the description of the new position and propose an appropriate hourly rate for the job. After meeting and discussing with the Union the job duties and proposed wage rate with the Union, the Employer may thereafter implement the new job at the proposed wage rate.

31.3 **Payroll Errors.** Employees shall be paid by direct deposit. Errors caused by the Employer shall be collected within three (3) business days after they are brought to the Employer's attention.

ARTICLE 32: 401 (K) PLAN

32.1 **Eligibility.** Employees shall be eligible to participate in the Employer's 401(k) Plan under the terms and conditions set forth in the Plan. Upon eligibility under the terms of the Plan the Employer will contribute \$.50 on each dollar contributed by the employee up to an employee contribution of three percent (3%) of compensation.

ARTICLE 33: TERMINATION

- 34.1 This Agreement shall go into effect March 1st 2019 and shall continue in full force and effect until midnight April 30th, 2022 and thereafter from year-to-year unless either party gives written notice to the other ninety (90) days prior to the expiration date or of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

DEER MEADOWS OPERATING LLC

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

[Signature]

4/27/2020

[Signature]

9/17/19

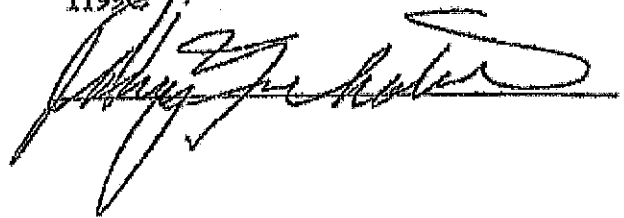
SIDE LETTER ON SHIFT DIFFERENTIAL

Each former DMRC employee who currently receives a shift differential of \$.65 per hour for working the evening shift which begins after 2 pm and the night shift which begins on or after 10 pm shall continue to be paid the shift differential for so long as they continue to work that shift. Existing employees who are transferred to the evening or night shifts after December 1, 2014 shall not be eligible for the shift differential.

DEER MEADOWS OPERATING LLC

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

Dated:  _____

 _____

SIDE LETTER ON HEALTH REIMBURSEMENT PLAN

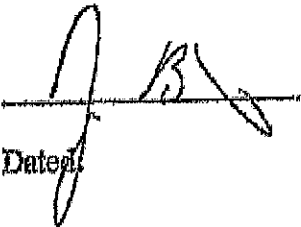
Former DMRC Employees who are eligible for health insurance with the Employer may obtain reimbursement for the following medical expenses by submitting their bill to the Employer's Health Reimbursement Plan Administrator:

- a. Up to \$20.00 for primary care physician visits and \$20.00 for specialist visits;
- b. After the Employee satisfies the 1st half of the In Network Deductible, reimbursement for the 2nd half (up to \$2750 single, \$5500 family).

In addition, the 14 employees who are currently paying for employee + child, employee + spouse or family coverage shall continue to pay their current premium contributions for the duration of the collective bargaining agreement.

DEER MEADOWS OPERATING LLC

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



Dated:

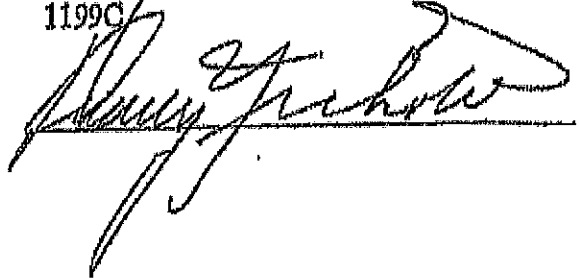


EXHIBIT A: DUES CHECK-OFF

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

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 By-Laws of the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO.

Signed _____ 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 (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 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 _____