

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**STERLING HEALTHCARE AND REHABILITATION  
CENTER**

**and**

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

**November 1<sup>st</sup>, 2018 – October 31<sup>st</sup>, 2020**

## *Contents*

<u>AGREEMENT</u>	4
<u>WITNESSETH</u>	4
<u>ARTICLE 1: RECOGNITION</u>	4
<u>ARTICLE 2: UNION SECURITY</u>	5
<u>ARTICLE 3: CHECK-OFF</u>	6
<u>ARTICLE 4: NO DISCRIMINATION</u>	8
<u>ARTICLE 5: UNION ACTIVITY</u>	8
<u>ARTICLE 6: PROBATIONARY EMPLOYEES</u>	9
<u>ARTICLE 7: SENIORITY</u>	9
<u>ARTICLE 8: WAGES AND MINIMUMS</u>	11
<u>ARTICLE 9: HOURS</u>	13
<u>ARTICLE 10: OVERTIME</u>	14
<u>ARTICLE 11: SHIFTS AND SHIFT DIFFERENTIALS</u>	14
<u>ARTICLE 12: HOLIDAYS</u>	14
<u>ARTICLE 13: VACATIONS</u>	15
<u>ARTICLE 14: SICK LEAVE</u>	15
<u>ARTICLE 15: PAID TIME OFF (PTO)</u>	16
<u>ARTICLE 16: PAID LEAVE</u>	17
<u>ARTICLE 17: UNPAID LEAVE</u>	18
<u>ARTICLE 18: PAST PRACTICES</u>	19
<u>ARTICLE 19: BARGAINING UNIT WORK</u>	19
<u>ARTICLE 20: MISCELLANEOUS</u>	19
<u>ARTICLE 21: HEALTH AND WELFARE BENEFITS</u>	21
<u>ARTICLE 22: PENSION FUND</u>	21
<u>ARTICLE 23: HIRING</u>	21
<u>ARTICLE 24: MANAGEMENT RIGHTS</u>	22
<u>ARTICLE 25: DISCHARGE AND PENALTIES</u>	23
<u>ARTICLE 26: NO STRIKE OR LOCK-OUTS</u>	23
<u>ARTICLE 27: SCOPE OF BARGAINING</u>	24
<u>ARTICLE 28: GRIEVANCE PROCEDURES</u>	24
<u>ARTICLE 29: ARBITRATION</u>	25
<u>ARTICLE 30: HEALTH AND SAFETY</u>	25
<u>ARTICLE 31: SEPARABILITY</u>	26

<u>ARTICLE 32: DURATION OF AGREEMENT</u>	<u>26</u>
<u>EXHIBIT A: DUES CHECK-OFF</u>	<u>28</u>
<u>EXHIBIT B: CONSCIENTIOUS OBJECTOR CHECK-OFF AUTHORIZATION</u>	<u>29</u>
<u>EXHIBIT C: POLITICAL ACTION CHECK-OFF</u>	<u>30</u>

## ***AGREEMENT***

This AGREEMENT made and entered into as of this 1<sup>st</sup> day of November 2018, by and between STERLING HEALTHCARE AND REHABILITATION CENTER and NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO and its affiliate, DISTRICT 1199c, with its offices at 1319 Locust Street, Philadelphia, Pennsylvania 19107 (hereinafter referred to as the "Union"), acting herein on behalf of the Employees of the said institution, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

## ***WITNESSETH***

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

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promotes and improves the mutual interests of the residents of the Employer as well as of its Employees and to avoid interruptions and interference with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

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

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

- 1.1 a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time and regular part time (those scheduled 15 hours a week or more) activities assistants, laundry aides, maintenance assistants, cooks, dietary clerks, dietary aids, certified nursing assistants, nursing assistants, restorative assistants, medical records clerks, housekeeping aides and relief cooks, central supply clerk, preparation cook.
- b) Excluded from the aforesaid bargaining unit are administrator, assistant administrator, administrative assistant, director of nursing, assistant director of nursing, activities director, housekeeping supervisor/manager, assistant activities director, music therapist, recreation therapists, director of housekeeping, laundry director/supervisor, maintenance director, dietary director, dietary supervisors, cook/supervisors, dietician, nursing unit managers, nursing supervisors, registered nurse assessment coordinator, staff development Employees, restorative coordinators, charge nurses, social services director, social service workers, nursing staff coordinator, team director, case mix index team supervisor, nursing secretaries, medical records director, case mix index team and data entry, administrative secretary, guards and supervisors as defined in the Act.
- c) A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee

on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months or for the length of any leave of the Employee being replaced, however, such Employee shall become a member of the Union after the expiration of the initial three (3) month period.

1.2 Whenever the word "Employee" is used in this Agreement, it will be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1.1 hereof.

1.3 At the same time a new Employee subject to this Agreement is hired, the Employer will deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles 2 and 3 of this Agreement.

1.4 All part-time Employees covered by this Agreement will be eligible for wages and holiday and overtime benefits provided in this Agreement. Such benefits will be pro-rated based as specified in the Paid Time Off (PTO) section.

1.5 Work regularly and customarily performed by an Employee will not be performed by a student Employee, supervisor or volunteer, to the extent that it results in the layoff of the Employee. A position filled by a full-time Employee which becomes open will not be split into two (2) or more part-time positions in order to provide employment for a student Employee, and no such position will be filled by student employees unless it cannot be filled by an Employee on a full-time basis.

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

2.1 All Employees on the active payroll as of the effective date of this Agreement, who are members of the Union, will maintain their membership in the Union in good standing as a condition of continued employment. 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 (30<sup>th</sup>) day following their date of hire, whichever comes first.

2.2 All Employees hired after the effective date of this Agreement will become members of the Union no later than sixty (60) days following the beginning of such employment and will thereafter maintain their membership in the Union in good standing as a condition of continued employment.

2.3 For the purpose of this Article, an Employee will be considered a member of the Union in good standing if he/she tenders his or her periodic dues and initiation fee uniformly required as a condition of membership.

2.4 Subject to the Grievance Procedure of this Agreement, an Employee who has failed to maintain membership in good standing as required by this Article, will, within twenty (20) calendar days following receipt of a written demand from the Union requesting his/her discharge be discharged if, during such period, the required dues and initiation fee have not been tendered.

2.5 The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

### ***ARTICLE 3: CHECK-OFF***

3.1 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "A", the Employer will, pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following the completion of the Employee's probationary period, and remit to the Union regular monthly dues and initiation fees as fixed by the Union. The initiation fee will be paid in two (2) consecutive monthly installments beginning the month following the completion of the probationary period. In the event the Union amends the initiation fee and/or dues schedule, the Employer agrees to make the revised deduction from the Employee's pay upon thirty (30) days' written notice from the Union.

3.2 Upon written notice from the Union, the Employer agrees to remit said dues, and initiation fees to the Philadelphia office of the Union, as designated in said notice.

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

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

3.5 Such Employees shall be required, as a condition of continued employment, to remit to either the Sickle Cell Anemia Foundation, the Lupus Foundation, the American Cancer Society, or a recognized and valid charity 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 will be checked off by the Employer from the Employee's pay at the same time and in the same amount as initiation fees and dues are, and remitted by the Employer to the charity designated by the Employee from the list above. Such designation shall be made in the form of a written authorization in the form annexed as Exhibit "B".

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

- a) Such costs will include, but not be limited to, the expense of Union representation at all stages of the grievance procedure, the reasonable and customary fees of the arbitrator and arbitration fees and the fees of the Union's attorney.
- b) The Employee shall not have the right, authority, or ability to designate, engage or otherwise hire his/her own attorney to prosecute his/her grievance if arbitration is determined to be

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

- c) If fees are due and owing to the Union under this provision, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit "B", attached hereto, and remitted to the Union on a monthly basis and shall be completely paid in a period of twelve (12) months from the month of billing.
- d) Any disputes arising between the Union and the Employee concerning the reasonableness of the costs assessed by the Union shall not be subject to the grievance and arbitration procedure of this Agreement.

3.7 The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the Agreement or (c) layoff from work or (d) agreed leave of absence or (e) revocation of the check-off authorization in accordance with its term or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Sections 1, 4 and 5 hereof. These provisions, however, shall not relieve any Employees of the obligation to make the required dues and, initiation fee payments pursuant to the Union Constitution in order to remain in good standing, except as provided in Sections 4 and 5.

3.8 The Employer will not be obliged to make dues deductions or charitable deductions of any kind from any Employee who, during any dues month involved, will have failed to receive sufficient wages to equal the dues or charitable deductions.

3.9 Each month, the Employer shall remit to the Union all deductions for dues and, initiation fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of Employees for the preceding month, and forward said payment to the Union on or before the 15<sup>th</sup> day of each month, together with a list of all Employees from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted, and their social security numbers. In addition, each month, the Employer shall forward to the Union a list of all Employees from whom charitable contributions have been deducted in accordance with the provisions of Section 6 hereof, together with the amount deducted for each Employee.

3.10 The Employer agrees to furnish the Union each month with the names of newly-hired Employees, including those transferred into bargaining unit positions, including those from non-bargaining unit positions, their addresses, social security numbers, classifications of work, department, dates of hire, names of terminated Employees, including those transferred out of the bargaining unit, together with their dates of termination and the names of Employees on leave of absence and those returning from leave of absence. The Employer will also furnish names, prior departments, and classifications of Employees promoted and/or transferred and all pertinent information relating to the change in status of the Employee. The Employer will furnish such additional information as required by the Union to administer this Agreement.

3.11 Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit "C", the Employer will, pursuant to such authorization, deduct from the wages due said Employee each pay period, starting not earlier than the first period following the completion of the Employee's probationary period, the sum specified in said authorization and remit same to the District 1199C Federal Credit Union to the account of said Employee. It is understood that such check off and remittance will be made by the Employer wherever feasible.

3.12 The Employer agrees to make a payroll deduction once a month and/or calendar year from an Employee's pay for the District 1199C Political Action Fund upon the written authorization of any Employee covered under this Agreement and remit same to the District 1199C Political Action Fund. Said authorization will be in the form annexed hereto as Exhibit "D". This deduction will be made once a month or once a year 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.

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

#### ***ARTICLE 4: NO DISCRIMINATION***

4.1 Neither the Employer nor the Union will discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex, sexual orientation, age or membership in Union, or any disabled Employee, provided such disability does not interfere with the performance of work responsibilities or duties.

#### ***ARTICLE 5: UNION ACTIVITY***

5.1 A representative of the Union will have reasonable access to the Employer's premises upon advance notification and approval by the Employer, which shall not be unreasonably withheld for the purpose of conferring with the Employer, delegates of the Union and/or with the Employees, for the purpose of administering this Agreement provided however, that such right of visitation will not interfere with the operation of the facility.

5.2 The Employer will provide two (2) bulletin boards which will be used for the purpose of posting Union notices. Such bulletin boards will be placed conspicuously and at places readily accessible to the workers in the course of employment.

5.3 A delegate may be provided necessary time off from his/her assigned schedule of work, without loss of pay, while involved in the manner provided in the grievance procedure. The delegate will advise his/her supervisor of the grievance and request time to make an appointment with the appropriate



supervisor at a mutually agreeable time. The delegate will report back to his/her immediate supervisor when his part in the grievance has been completed.

5.4 An Employee who loses time from his/her assigned schedule of work while attending health and safety meetings and/or inspections will do so without the loss of time or pay.

5.5 In the event it becomes necessary to investigate, discuss or settle grievances during working hours, the delegates will first obtain permission from the head of his/her department, which permission will not be unreasonably withheld, before leaving his/her place of work; the primary concern being whether there is adequate coverage for the client.

5.6 Union Delegates will be granted time off for up to five (5) days per year of which one (1) day shall be a paid day off to attend Union seminars and other Union functions that require Delegates' attendance.

Union Delegates shall be provided with up to three (3) days' paid leave in the aggregate to attend Union conferences on business.

## ***ARTICLE 6: PROBATIONARY EMPLOYEES***

6.1 Newly hired Employees will be considered probationary for a period of sixty (60) working days from the date of hire, excluding time lost for sickness and other leaves of absence. Nurse Aides shall be on probation until after completion of certification. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge will not be subject to the grievance and arbitration provisions of this Agreement. The Employer will discuss the probationary Employee's performance with him/her prior to such discharge. If such discussion was not held, the Employer will consider extending the probationary period.

## ***ARTICLE 7: SENIORITY***

### **7.1 Definitions**

- a) Bargaining Unit Seniority is defined as the length of time an Employee has been continuously employed in any capacity by the Employer.
- b) Classification Seniority will be defined as the length of time an Employee has worked continuously in a particular classification.

### **7.2 Accrual**

- a) An Employee's seniority will commence after the completion of his/her probationary period and will be retroactive to the date of his/her last hire.
- b) Bargaining Unit and Classification Seniority shall be retained during a leave of absence or a lay-off up to 12 months.

- c) Temporary Employees, as defined in Article 1.1(b), will have no seniority during the time they occupy the status of temporary Employee, but should any temporary Employee become a permanent Employee, then seniority will be retroactive to the date of hire.

### 7.3 Loss of Seniority

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

- a) Terminates voluntarily;
- b) Is discharged for just cause; and
- c) Is laid off for a period of twelve (12) consecutive months

### 7.4 Application

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

### 7.5 Layoff

- a) In the event of a layoff within a job classification, probationary Employees within that job classification will be laid off first without regard to their individual periods of employment. Non-probationary Employees will be the next to be laid off on the basis of their Classification Seniority.
- b) In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a position filled by a probationary Employee in another department, which the Employee has the ability to perform, then bargaining unit seniority will prevail in assigning such Employees scheduled to be laid off to such vacant position or positions filled by probationary Employees. This provision is not intended to circumvent Section 8 of this Article; and
- c) Layoffs not limited to one department or job classification, Bargaining Unit Seniority will apply unless a specific skill is required for a position or job classification.

### 7.6 Lack of Work

In the event the Employer finds it necessary to reduce the hours of work of individual members of the bargaining unit as a result of low occupancy or other "lack of work" reason, Classification Seniority will be applied. An Employee with greater seniority will have the option of working available shifts within their job category for the duration of such reductions due to lack of work. The Employer will give adequate notice in order to assure that Classification Seniority can be honored irrespective of individual

shifts. No bargaining unit Employees, confronted with a lack of work situation, will be limited to work only with their shift if they have sufficient seniority to work on other available shifts.

#### 7.7 Recall

- a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification will be recalled in accordance with their Classification Seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability to do the work, and if not, the next senior Employee will be recalled, and so on;
- b) Probationary Employees who have been laid off have no recall privileges; and
- c) It is agreed in principle that for the purpose of applying seniority to recall vacant positions, and layoffs, Employees in job classification of similar types and requiring similar skills will be grouped together.

#### 7.8 Promotions

- a) Where a promotional vacancy in a bargaining unit job occurs, the Employer will promote the Employee with the greatest bargaining unit seniority; unless, as between or among the Employees who bid for the vacancy, there is an appreciable difference in their ability to do the job. Disputes under this provision will be subject to the grievance and arbitration provisions of the contract; and
- b) An Employee who is promoted will serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she will be returned to his/her former job without loss of seniority or other benefits, excepting that if he/she is discharged, his/her rights will be subject to Article 22 of this Agreement.

#### 7.9 Super Seniority for Union Delegates

All delegates of the Union will head the bargaining unit and classification seniority lists for the duration of their term of office. At the expiration of their terms of office, or removal or resignation, they will return to their regular seniority standing. Such super seniority rights apply only in cases of layoff and recall.

### ***ARTICLE 8: WAGES AND MINIMUMS***

#### 8.1 Wage Rates

- a) Except as specifically provided in Section 1, no Employee will be hired below or above the rates for his/her classification as specified in the chart set forth in this Section 1 below; provided, however, that at Employer's discretion, Employer may offer starting wages above those listed below based on the Employee's experience

<i>Position(s)</i>	<i>Minimum Starting Rate, effective 11/01/18</i>	<i>Minimum Starting Rate, effective 11/01/19</i>
1. Preparation Cook, Central Supply Clerk	\$11.60	\$11.80
2. Dietary, Housekeeping, Laundry Aides, All Others	\$11.10	\$11.30
3. Maintenance Assistant	\$14.10	\$14.30
4. Cook, Medical Records Clerk, Bldg. Maintenance Assistant	\$13.35	\$13.55
5. CNA's Restorative Aides, Activities Aides, Lead Housekeeper	\$12.06	\$12.26

- b) In year one of this Agreement (retroactive to the first pay period that starts on or after November 1, 2018 and continuing until October 31, 2019), the Employees shall receive an annual wage increase of three percent (3%); provided, however, that each CNA's hourly pay rate for the first year of the Agreement shall be no less than as set forth in the chart below. For clarity, the parties acknowledge that any increases in year one resulting from the rates in the below chart will be a one-time wage rate adjustment.

<i>Seniority at Sterling (as of 11/1/18)</i>	<i>Hourly Rate</i>
Three years or less	\$12.06
More than three, but not more than six years	\$13.50
More than six, but not more than 10 years	\$14.00
More than 10 years	\$15.00

In year two of this Agreement (November 1, 2019 – October 31, 2020), Employees shall receive an annual wage increase of two and one-half percent (2.5%).

- c) All new employees in position category #2 in the chart above (dietary, housekeeping, laundry aides, and all others) shall be hired at \$.60 per hour less than the job rate set forth above and shall receive an increase of \$0.30/hour after the completion of his/her probationary period and another \$0.30/hour increase three months after he/she completes his/her probationary period.
- d) The above-described wage rate changes will take place effective as of the beginning of the first full pay period following the applicable date.

8.2 All hours worked on a weekend (11:00 p.m. Friday to 11:00 p.m. Sunday) shall be paid at \$.60 per hour differential provided the hours worked are not make-up hours from another weekend not worked and provided the Employees have worked all the scheduled hours in that particular work week.

8.3 Skilled certified journeymen maintenance Employees shall receive a differential of \$3.00 per hour over the maintenance assistant.

8.4 Employees, when required to work at a higher rated bargaining unit job for more than 4 hours will be paid their rate or the minimum rate for the higher job, whichever is greater.

8.5 If the Employer should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall within any classification covered by this Agreement and yet involves duties which render the Employee subject to this Agreement, the wage rate of such Employee will be determined by negotiations between the Union and the Employer. If the parties are unable to agree on a wage rate, the matter will be submitted to arbitration.

8.6 Except as specifically provided in Section 1, no Employee will be hired below or above the rates for his/her classification as specified in the chart set forth in Section 1.

8.7 All Employees will be paid every other week with pay day being Monday at 3:00 p.m. Any payroll errors will be corrected no later than the next pay day after notification to the Employer by the Employee.

8.8 If the wage levels are not sufficient at any time during this Agreement to recruit and retain Employees, the parties agree to meet and discuss a solution to such problems.

### ***ARTICLE 9: HOURS***

9.1 The regular work week for all full-time Employees will consist of 37 ½ hours per week which does not include a ½ hour unpaid lunch each day. The regular work week for part-time Employees will not exceed five (5) days. Employees will receive two (2) days off in each full calendar week except in the event of overtime or except for those Employees working on a six day and four day basis over a two (2) week period of time.

9.2 Full-time Employees will be entitled to two (2) rest periods of fifteen (15) minutes in each working day, as assigned by the Employer. With supervisory permission, one break may be combined with the Employee's lunch break.

9.3 Any Employee who reports for work at the scheduled time will be given the opportunity to work the number of hours scheduled or, in lieu thereof, will be paid for the number of hours the Employee was scheduled to work.

9.4 In the event that Employer wishes to change an Employee's starting time, the Employee will be notified in writing of such change two (2) weeks in advance. The provision will not apply to probationary Employees.

9.5 No Employees will be required to work more than seven (7) consecutive days unless there is a schedule already in existence.

9.6 If Employees miss any time on their weekends scheduled to be worked, they will have to make up that time on another weekend. Employees shall be notified of the suggested rescheduled time prior to placing the Employee on a replacement weekend. The Employer will try to accommodate Employees if there are special circumstances on the first rescheduled weekend. Employees who schedule vacations that include weekends to be worked will also have to make up such weekends after the first such weekend used.

9.7 The Employer shall make every reasonable attempt to cover necessary vacancies in schedules prior to mandating Employees to work a double shift.

### ***ARTICLE 10: OVERTIME***

10.1 Employees will be required to work overtime when necessary for the proper administration of the facility. This will be on a rotating basis by seniority. Employees will be paid 1 ½ times their regular pay for all hours or parts of hours worked in excess of 40 hours in a work week or eight hours in a work day.

10.2 There shall be no pyramiding of overtime.

### ***ARTICLE 11: SHIFTS AND SHIFT DIFFERENTIALS***

- 11.1
- a) The shift differential for the 3:00 p.m. – 11:00 p.m. shift shall be \$1.25/hour.
  - b) The shift differential for the 11:00 p.m. – 7:00 a.m. shift shall be \$1.00/hour.
  - c) Effective on February 28, 2019, Housekeepers working the 2:00 pm to 10:00 pm shift shall receive a \$0.50 per hour shift differential.
  - d) Employees will work on the shift, shifts or shift arrangements for which they were hired. The Employer may change an Employee's shift only for good and sufficient reason, and any such change will apply to the Employee with the least Classification Seniority within the classification qualified to do the work.

11.2 Whenever an Employee requests a change of shift, approval of such request will not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working. If more than one (1) Employee applies, such change will be granted to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees will have preference in filling vacancies on another shift in the classification in which Employees are then working over new hires.

11.3 Overtime rates will reflect differential for all persons working overtime where shift differential is considered regular wages.

### ***ARTICLE 12: HOLIDAYS***

12.1 Facility Holidays

The Employer recognizes the following holidays:

New Year's Day  
Dr. Martin Luther King Jr. Birthday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day

The holidays shall begin at 11:00 p.m. the day prior to the day the holiday is legally celebrated and end at 11:00 p.m. on the holiday.

#### 12.2 Holiday Scheduling

Recognizing that the Facility operates every day of the year and that it is not possible for all Employees to be off on the same day, the Employer has the right, in its sole discretion, to require any Employee to work on any of the specified holidays; however, the Employer agrees to distribute holidays off on an equitable basis.

#### 12.3 Holiday Pay

- a) If an Employee is required to work on any of the Employer's recognized holidays, he/she will be paid time and one-half (1/2) their regular rate, plus any applicable differential, for hours worked on the holiday. To qualify for holiday pay, Employees must work their scheduled shifts before and after the holiday.
- b) Employees who are not scheduled to work on a recognized holiday and who wish to be paid for the day must use PTO.

### ***ARTICLE 13: VACATIONS***

#### 13.1 Use of PTO for Vacation Time.

Employees will use PTO for any vacation time or other absence that reduced their regularly scheduled hours. An Employee may be paid his/her PTO/vacation pay before starting his/her vacation, provided the vacation is for at least one (1) week. An Employee may request that the Employer defer vacation pay.

#### 13.2 Vacation Schedules

- a) Vacation requests shall be considered in the order they are received and will be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, Classification Seniority will prevail.

- b) Vacation may start any day of the week.
- c) No Employee will be required to provide coverage for their vacation time.

## ***ARTICLE 14: SICK LEAVE***

### 14.1 Use of PTO for Sick Time; Notification to Facility

- a) Employees must use PTO for any sick time or other absence that reduces their regularly scheduled hours.
- b) An Employee may use PTO to cover time lost from work for visits to the doctor or dentist, provided such time is approved by Employer in advance. Approval will not be unreasonably denied.
- c) To receive PTO pay, an Employee must notify the Facility on every scheduled work day if he/she will be absent due to illness. Employees must call out two (2) hours prior to the start of their shift. The call-in requirement applies to all personnel who are absent from work due to illness except those who are hospitalized. In that case, members of the Employee's family or close friends should attempt to notify the Facility of the Employee's condition at regular intervals.
- d) PTO for time lost due to illness must be requested no later than the day the Employee returns to work, whether or not a doctor's certificate is required.

### 14.2 Doctor's Certification

Employees will not be required to furnish a doctor's certification of illness or injury until absent for three (3) or more consecutive days; notwithstanding the foregoing, a doctor's certification will be required for absences on weekends and holidays.

### 14.3 On-The-Job-Injury

If an Employee is injured during the course of any work day and reports the injury or illness to the Employer; and if, on the orders of a physician, an Employee is kept in the hospital or sent home, said Employee will be paid for the balance of the work day at his/her base rate of pay.

### 14.4 Worker's Compensation Carrier

The Employer will furnish the Union the name of its Worker's Compensation Insurance carrier and policy number upon execution of this Agreement.



## **ARTICLE 15: PAID TIME OFF (PTO)**

15.1 Full time and part time Employees shall accrue PTO based on regular hours paid, beginning on the first day of employment in accordance with the following schedule. Regular hours paid include regular hours worked (but not overtime), PTO, paid funeral, and paid jury leave.

PTO shall be paid at the Employee's base rate of pay based on the following schedule.

<u>Length of Service</u>	<u>Hourly Accrual</u>	<u>Maximum Annual Accrual*</u>
Start – end of 1 <sup>st</sup> Year	.0885	172.5 or 184 Hours (23 Days)
2 <sup>nd</sup> – 13 <sup>th</sup> Year	.1231	240 or 256 Hours (32 Days)
14 <sup>th</sup> – 19 <sup>th</sup> Year	.1423	277.5 or 296 Hours (37 Days)
20 Years or more	.1615	315 or 338 Hours (42 Days)

\*The first number is based on a 7.5 hour workday; the second is based on an 8 hour workday. The total amount of time that may be accrued is shown in the parentheses above.

### 15.2 PTO Maximum Accumulation

The maximum amount of PTO that may be accumulated by an Employee is the amount the Employee would be eligible to accrue in one year. Upon reaching the maximum set forth in the above schedule, Employees will be ineligible to accrue additional PTO.

### 15.3 PTO Request; Use of PTO

PTO may be taken in weekly, daily or hourly intervals so long as prior departmental approval is secured. Requests for PTO should be made, in writing, as early as possible. A determination regarding the grant or denial of a request for PTO shall be based upon the operational needs of the department and subject to management approval. Employees must use PTO for any vacation time, holiday, or other absence that reduces their regularly scheduled hours.

### 15.4 PTO Sell-Back

Employees shall be permitted to sell back to the Employer up to a maximum of four (4) days' PTO time.

Procedure:

1. Employees will be informed on or about December 1<sup>st</sup> of each year that they have the opportunity to sell PTO time.
2. Employees must notify Payroll by December 10<sup>th</sup> of their intentions.
3. Employees will receive a check on or about December 20<sup>th</sup>.

### 15.5 PTO Payout at Termination

An Employee who is terminated with less than six (6) months' service is not entitled to be paid out for unused PTO. An Employee with more than six (6) months' service who terminates shall be paid his/her unused PTO. This does not apply to any Employee discharged for acknowledged or proven dishonesty, gross misconduct, or failure to give two (2) weeks' notice of resignation.

### ***ARTICLE 16: PAID LEAVE***

16.1 Employees after their first sixty (60) working days of employment will be entitled to paid leave as follows:

#### Funeral Leave

An Employee will be paid at the regular rate of pay for up to three (3) scheduled working days from the date of death until the day of the funeral in the event of the death of a parent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and stepchildren.

#### 16.2 Jury Duty

All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty. If the Employer feels that the Employee's work is essential, an excuse from jury duty will be requested. The Employer will aid such Employees in securing release from jury duty.

### ***ARTICLE 17: UNPAID LEAVE***

17.1 Employees will be eligible for unpaid leave in accordance with the following:

#### Maternity Leave

Whenever an Employee becomes pregnant, she will furnish the Employer with a certificate from her physician stating the expected date of delivery. Unless medically unable to do so, the Employee will be permitted to continue to work through the term of her pregnancy, or she may leave earlier if her physician and/or Employer's Employee Health Physician certifies that she is unable to continue working. An Employee who is medically unable to work due to pregnancy or childbirth will be on medical leave. At the conclusion of the medical leave, the Employee can have personal leave. The combination of these two laws shall not exceed twelve (12) months. An Employee who wishes to return to work must so notify the Employer in writing at the time her maternity leave commences. An Employee will be entitled to return to her former position or to a comparable position.

#### 17.2 Military Leave

Employees will be granted military leaves of absence in accordance with applicable law. In addition, Employees will be granted leaves of absence without pay to attend the National Guard, U.S. Reserve training camps, and other similar military obligations.

### 17.3 Union Business

A leave of absence for a period not to exceed three (3) years will 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 the Facility.

### 17.4 Medical Leave

An unpaid medical leave of absence may be granted for a period of up to twelve (12) months. The Employer has the right to verify the reason for the Employee's absence.

### 17.5 Other Leaves

- a) An Employee who has been continuously employed for twelve (12) months or more may request an unpaid leave of absence of up to twelve (12) months by submitting a written request for same and the reasons therefore to the Administrator. The unpaid leave of absence must be approved by the Administrator. The unpaid leave of absence may be extended for a period of not more than three (3) months and the extension must be in writing.
- b) When an Employee returns to work following involuntary leave of absence, he/she will be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence will be reinstated to his/her former job or another position with the same classification with seniority. If the Employee fails to take said opening, he/she will lose both the right to return to said job and his/her seniority, and will only be rehired as a probationary Employee.

## ***ARTICLE 18: PAST PRACTICES***

- 18.1
- The Employer will continue free parking.
  - The payroll savings plan will continue.
  - The practice of free hepatitis and flu shots will continue.

## ***ARTICLE 19: BARGAINING UNIT WORK***

19.1 Working Supervisors shall not perform Bargaining Unit work if it means that Bargaining Unit Employees would be on lay off.

## ***ARTICLE 20: MISCELLANEOUS***

20.1 All minor infractions on an Employee's record will be cleared after twelve (12) months provided that the most recent six (6) month period will be free of said infraction.

20.2 There will be a grace period for lateness of seven (7) minutes relating to Employee's pay but not as to whether the Employee is late for the disciplinary policy.

20.3 The Employer will pay for all required physical examinations.

20.4 Transportation Allowance

The Employer reserves the right to assign appropriate staff to provide care for hospitalized residents. When required by the Employer, Employees so assigned will receive a ten dollar (\$10) per day transportation allowance if transportation is not provided.

20.5 In the event that the Employer moves to a location that is not served by public transportation, the Employer and the Union will determine a mutually acceptable pick-up point to and from which the Employer agrees to provide transportation.

20.6 Understanding the Employer is a twenty-four (24) hour, seven (7) day a week operation, each Employee will be given every other weekend off unless said Employee has a greater benefit.

20.7 Seniority List

The Employer will provide the Union, and post at the institution, once yearly an updated seniority list.

20.8 New or Changed Job Classification

- a) In the event a new classification is established or an existing classification is substantially changed, the Employer will assign it to an existing pay grade in the wage schedule and advise the Union of a proposed rate for the new job;
- b) The Employer will provide the Union with a written job description of the new or changed classification which will describe the job contents sufficiently to identify the new duties;
- c) Upon receipt of the job description, the Union will be given an opportunity to meet with the Employer's representative, if the Union wishes to meet, to discuss the new or changed classification and the assignment of a pay rate. If the parties are unable to agree to a rate for the job, the matter may be submitted through the grievance procedure

20.9 Inclement Weather or Call-in

If an Employee reports to work within two (2) hours of the start of the shift, he/she will be paid for the full shift when a weather emergency is declared by the Administrator.

20.10 When Employees are required to be pulled it will be done on a rotating basis and by seniority.

20.11 Uniform Allowance

During the term of this Agreement, all Employees shall be entitled to a uniform allowance as follows:

- For the first year of this Agreement (November 1, 2018 - October 31, 2019), \$170 for full-time employee and \$97.50 for part-time employees, the first half to be paid within 15 days after March 4, 2019 and the second half to be paid on or before May 1, 2019.
- For the second year of this Agreement (November 1, 2019 - October 31, 2020), \$170 for full-time employees and \$97.50 for part-time employees, the first half to be paid on or before November 1, 2019 and the second half to be paid on or before May 1, 2020.

20.12 Labor-Management Committee

Employer agrees to create a Labor-Management committee, which shall meet periodically to discuss issues of common interest.

***ARTICLE 21: HEALTH AND WELFARE BENEFITS***

a) 21.1 Employees shall be responsible to pay the following share of health care premiums:

Year One 17.5%

Year Two 18.5%

The Employer's current health insurance plan or a comparable one shall be continued for the duration of the Agreement. Effective July 1<sup>st</sup>, 2005, the daily rate for in-hospital care shall be changed to \$150.00/day.

b) Life Insurance

Employees shall receive a \$25,000 life insurance policy paid for by the Employer

c) Short-Term Disability

Employees shall receive a short-term disability benefit which pays Employees up to sixty percent (60%) of their salary for up to 13 weeks with a maximum weekly benefit of \$500.00 in each twelve-month period.

21.2 If the Union develops a health insurance package for nursing homes, the Employer agrees to meet and discuss that plan and the possible substitution of that plan for the Employer's plan.

***ARTICLE 22: PENSION FUND***

22.1 The Employer's current 401(k) plan shall continue for the duration of the contract. The Employer agrees to meet and discuss the Union's pension plan at the same time meetings and discussions occur under Article 21.

## ***ARTICLE 23: HIRING***

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

The Employer will utilize the Union's Employment Service for the recruitment and referral of qualified personnel for Employer bargaining unit job vacancies and training positions, including temporary and part-time positions.

23.2 The Employer will notify the Union's Employment Services of all bargaining unit job vacancies and training position vacancies and will afford the Service seventy-two (72) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

23.3 The Employment Service will be administered by the Union and the costs of operating the Service will be borne by the Union.

23.4 Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources in the event that the Employment Service does not refer qualified applicants within said seventy-two (72) hour period.

23.5 The Employer will 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 residents.

23.6 No Employee from any source other than the Union's Employment Service nor any student Employee will work in a bargaining unit position without pre-notification by the Employer to the Union.

## ***ARTICLE 24: MANAGEMENT RIGHTS***

24.1 The management and operation of the enterprise and the direction of the work force are vested exclusively with the Employer. The Employer retains all of the power, rights, functions, responsibilities and authority to operate its business and direct its' Employees except as limited by express language of this Agreement. The rights reserved to the Employer include all matters of inherent managerial policy including those necessitated by the unique nature of Employer's operations.

Prominent among the rights reserved to and retained by the Employer, but by no means wholly inclusive, are the sole right to hire, train, classify, assign, transfer, discipline or discharge for just cause, layoff and promote; to determine or change the starting and quitting time and the numbers of hours to be worked; to establish and change work schedules and assignments; to establish job duties and standards of performance; to require overtime as needed; to promulgate reasonable rules, standards and regulations; to assign duties to the work force, to assign to transfer temporarily or permanently Employees as operations may requires; to plan and continue operations' to exercise control and discretion over the organization and effectiveness of operations; to determine the number of Employees and duties to be performed by them; to maintain the efficiency of Employees to establish, expand, reduce, appoint, combine, consolidate, or abolish any job classification, department or service; to introduce new or improved methods, materials,

equipment or facilities; to utilize suppliers, subcontractors and independent contractors as it determines appropriate; to control all property of the Employer; to transfer any or all operations to any location or discontinue the same in whole or part; to utilize Employees wherever necessary in cases of emergency or in the interests of resident care; to determine and implement standards related to education, training, operations and resident care; to change or abolish job titles, departments or units, to determine and change work shifts, schedules, rotations and starting and quitting times; and in all respects to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

The Employer reserves the right to discontinue operations in whole or in part to transfer, to sell or otherwise to dispose of its business in whole or in part, to determine the number and types of Employees required, to subcontract work after notification to the Union, meetings with the Union and explanations as to the need for the subcontracting and to otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business.

The above set forth management rights are by way of example, but not by way of limitation. The Union recognizes that the Employer may introduce a revision in the method or methods of operation, which may produce a revision in job duties and reduction of personnel in any job classification.

### ***ARTICLE 25: DISCHARGE AND PENALTIES***

25.1 The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.

25.2 The Employer will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it should give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure herein set forth, however commencing at Step 3 of the grievance procedures.

25.3 When an Employee is ordered to leave his/her work for disciplinary reasons, his/her Delegate will be notified by the Employer, and the Delegate will, without loss of pay, be afforded the opportunity to consult with the Employee for a reasonable period of time at a place provided by the Employer, before the Employee leaves the premises.

25.4 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

### ***ARTICLE 26: NO STRIKE OR LOCK-OUTS***

26.1 Neither the Union, its officers, agents, representatives nor any Employee shall engage in any strike, work stoppage, slow down, concerted refusal to work overtime, cessation, stoppage or interruption of work, sick-out, job action; or prevent or attempt to prevent the access of any person to the Employer's facilities during the term of this Agreement.

26.2 Any Employee engaging in a strike or work stoppage of any sort may be subject to disciplinary action up to and including discharge. Such discipline or discharge taken pursuant to this section shall not be subject to the arbitration provisions of the Agreement except on the question of whether the Employee actually engaged in a strike or work stoppage.

26.3 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 or boycott, or any other action in violation of paragraph 1 of this section or condone or lend support to any such conduct or action. The collective action of Employees in violation of this paragraph may also be deemed to be the action of the Union, its officers, agents, representatives, delegates and members.

26.4 In the event of an alleged or asserted breach of this section, the parties may resort to the courts of competent jurisdiction and/or may file a contractual grievance arbitration procedure through expedited arbitration by immediately notifying the American Arbitration Association which shall immediately appoint an arbitrator who shall schedule a hearing within twenty-four (24) hours of the appointment to issue an immediate award with an opinion to follow. In addition, the Union and the Employer may seek injunctive relief and any appropriate damages for breach of this provision without submission of the matter to the grievance and arbitration procedures of this agreement.

26.5 The Employer agrees that it will not lock out Employees during the term of this Agreement.

### ***ARTICLE 27: SCOPE OF BARGAINING***

27.1 The parties acknowledge and agree that during the 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 included by law within the area of collective bargaining, and that all understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices, understandings and agreements not specifically provided for and incorporated in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to request or require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, whether or not such matters may not have been within the knowledge or contemplation of each or both of the parties at the time they negotiated or signed this Agreement. This Agreement thus contains the entire understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collectively bargaining for and during its term, except as may be otherwise specifically and expressly provided herein. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modification must be mutually agreed upon in writing and signed by both parties.

27.2 The Employer agrees not to enter into any other agreement or contract, written or oral, with the Employees subject to this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.



## ***ARTICLE 28: GRIEVANCE PROCEDURES***

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

Step 1 Within ten (10) days of the complaint (except as provided in Article 25), an Employee having a grievance and/or the Union Delegate or other representatives will take it up with the Department Head. In nursing, the immediate supervisor shall be the charge nurse. The Employer will give its answer to the Employee and/or the Union Delegate or other representatives within five (5) working days after the presentation of the grievance in Step 1.

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

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

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

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

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

28.2 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

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

## ***ARTICLE 29: ARBITRATION***

29.1 A grievance, as defined in Article 28, which has not been resolved thereunder may, within thirty (30) working days after the completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an Arbitrator selected in accordance with the procedures of the American

Arbitration Association (hereinafter call "AAA"). The arbitration will be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA.

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

29.3 The Award of an arbitrator hereunder will be final, conclusive and binding upon the Employer, the Union and the Employees. The Arbitrator will issue a written opinion within thirty (30) days of the close of the hearing.

29.4 The arbitrator will have jurisdiction only over the disputes arising out of grievances, as defined in Article 28, and he/she will have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

### ***ARTICLE 30: HEALTH AND SAFETY***

30.1 There will be established a Health and Safety Committee made up of equal representation of Union and Employer representatives.

30.2 The Employer will furnish each Employee with a safe and healthy workplace, which will be free from recognized hazards. The need for such safety devices and safeguards will be determined and specified by the Chief Safety Officer and/or the Safety Committee of the institution in compliance with applicable law. It will be an obligation of each Employee to use these devised and safeguards as instructed.

30.3 The Employer will inform Employees coming into contact with known hazardous conditions of 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. "Hazardous" or "toxic" should be as determined by the Chief Safety Officer and/or the Safety Committee in accordance with the applicable law.

30.4 The Employer will provide such medical services and test as may be needed for assessment of possible exposure to hazards and toxic substances at no cost to the Employee. The Employer 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 to him.

30.5 Recommendations from the Health and Safety Committee will be taken into consideration in the formulation and administration of Employer's health and safety policies and procedures.

### ***ARTICLE 31: SEPARABILITY***

31.1 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 State of Pennsylvania, such provision shall be superseded by the appropriate

**ARTICLE 32: DURATION OF AGREEMENT**

28.1 This Agreement shall be in full force and effect for the period commencing the 1<sup>st</sup> day of November 2018 and ending October 31, 2020. The Employer and the Union agree jointly to enter into discussion relative to the renewal of this Agreement no later than the 90<sup>th</sup> day immediately preceding the termination date thereof.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement effective as of the date referenced above.

STERLING HEALTH CARE AND  
REHABILITATION CENTER

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

*Shonda Decker* 10/22/2020 *[Signature]* 8/24/2020

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

**EXHIBIT A: DUES CHECK-OFF**

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

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

Please print Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Apt. \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Employed at \_\_\_\_\_ Dept/Job Title \_\_\_\_\_

Salary \_\_\_\_\_ hrs. per week \_\_\_\_\_ Date Hired \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

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

State \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**CHECK-OFF AUTHORIZATION**

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

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

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

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union 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 EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law including section 302(g) of the Labor Management Relations Act of 1947.

Print Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

**EXHIBIT B: CONSCIENTIOUS OBJECTOR CHECK-OFF  
AUTHORIZATION**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

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

---

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

---

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

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

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

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

Department \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

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

**Political Action-Protection for your future**

**District 1199C Political Action Fund Pledge**

PLEASE PRINT

Name \_\_\_\_\_

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

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

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

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

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

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

***Register and Vote!***

**District 1199C Political Action Fund  
Check-Off Authorization**

Date \_\_\_\_\_

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

(Name of Employer)

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

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

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

ACTIVE.94423021.09