

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE CLIVEDEN OPERATING, LLC**

**And**

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

**(Service and Maintenance)**

**May 1, 2017 – June 30, 2022**

---

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>PREAMBLE</b> .....	1
<b>ARTICLE 1</b> .....	2
<b>RECOGNITION</b> .....	2
<b>ARTICLE 2</b> .....	2
<b>UNION SECURITY</b> .....	2
<b>ARTICLE 3</b> .....	3
<b>CHECK-OFF</b> .....	3
<b>ARTICLE 4</b> .....	6
<b>MANAGEMENT RIGHTS</b> .....	6
<b>ARTICLE 5</b> .....	7
<b>NO STRIKES OR LOCKOUTS</b> .....	7
<b>ARTICLE 6</b> .....	7
<b>SENIORITY</b> .....	7
<b>ARTICLE 7</b> .....	9
<b>PROMOTIONS</b> .....	9
<b>ARTICLE 8</b> .....	9
<b>LAYOFF AND RECALL</b> .....	9
<b>ARTICLE 9</b> .....	10
<b>HIRING</b> .....	10
<b>ARTICLE 10</b> .....	11
<b>DISCIPLINE</b> .....	11
<b>ARTICLE 11</b> .....	11
<b>GRIEVANCE PROCEDURE</b> .....	11
<b>ARTICLE 12</b> .....	12
<b>ARBITRATION</b> .....	12
<b>ARTICLE 13</b> .....	13
<b>NON-DISCRIMINATION</b> .....	13
<b>ARTICLE 14</b> .....	13
<b>UNION VISITATION &amp; BULLETIN BOARDS</b> .....	13
<b>ARTICLE 15</b> .....	14
<b>HOURS OF WORK</b> .....	14

<b>ARTICLE 16</b> .....	15
<b>OVERTIME</b> .....	15
<b>ARTICLE 17</b> .....	16
<b>HOLIDAYS</b> .....	16
<b>ARTICLE 18</b> .....	17
Part-Time employees shall accrue PTO on a pro-rata basis, and consistent with eligibility requirements set forth in this agreement. ....	17
<b>ARTICLE 19 BEREAVEMENT LEAVE AND JURY DUTY</b> .....	19
<b>ARTICLE 20</b> .....	19
<b>UNPAID LEAVE</b> .....	19
<b>ARTICLE 21</b> .....	20
<b>HEALTH AND WELFARE</b> .....	20
<b>ARTICLE 22</b> .....	21
<b>RETIREMENT PLAN</b> .....	21
<b>ARTICLE 23</b> .....	22
<b>WAGES</b> .....	22
<b>ARTICLE 26</b> .....	22
<b>UNIFORM ALLOWANCE</b> .....	22
<b>ARTICLE 27</b> .....	22
<b>GENERAL PROVISIONS</b> .....	22
<b>ARTICLE 28</b> .....	24
<b>SEPARABILITY</b> .....	24
<b>ARTICLE 29</b> .....	24
<b>DURATION</b> .....	24
<b>APPENDIX A</b> .....	25
<b>WAGES</b> .....	25
<b>SIDE LETTER</b> .....	27
<b>“5/4” or “double/double” Schedule</b> .....	27
<b>EXHIBIT “A” DUES CHECKOFF</b> .....	28
<b>EXHIBIT “B”</b> .....	29
<b>CONSCIENTIOUS OBJECTOR</b> .....	29
<b>EXHIBIT “C”</b> .....	30
<b>CREDIT UNION CHECKOFF</b> .....	30
<b>EXHIBIT “D”</b> .....	31
<b>POLITICAL ACTION</b> .....	31



**PREAMBLE**

This is a collective bargaining agreement between CLIVEDEN OPERATING LLC (“Employer” or “Company”) and NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C (“Union”) to establish terms and conditions of employment for the Employer’s employees who are represented by the Union.

## ARTICLE 1

### RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all full and regular part-time service and maintenance employees, including CNAs, unit clerks, dietary, housekeeping, laundry and maintenance employees, excluding all other employees, management level employees, LGPN's, LPN's, professional employees, office clericals, guards and supervisors as defined in the NLRA.

1.2 A part-time employee shall be one who is regularly scheduled to work at least fifteen (15) hours per week or thirty (30) hours per pay period or actually works those hours for three (3) months. Part-time employees hired on or after the date of the Employer's takeover who are regularly scheduled to work twenty (20) hours or more per week or forty (40) hours per pay period will be benefit eligible. Incumbent Part time Employees will remain benefit eligible as outlined in this Agreement.

1.3 A temporary employee is defined as one who is hired for a period of up to three 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 three month period may be extended up to an additional three months or for the length of leave of the employee being replaced, provided that such employee shall become a member of the Union after the expiration of the initial three month period. Before using a temporary employee to replace a full-time employee who is on a leave of absence in excess of four (4) weeks, the Employer will post the temporary vacancy under Article 7. Only regular part-time employees shall be eligible to bid. If a part-time employee is selected to fill the temporary vacancy, the Employer may fill the temporary, part-time bargaining unit position as it sees fit.

1.4 All employees newly hired or rehired after termination of their seniority shall be considered probationary employees during the first 90 days of their employment. This Agreement shall not apply to a probationary employee. During and at the end of the probationary period, the Employer may discharge any such probationary employee at its sole discretion and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement. As an alternative to any such discharge at the end of the probationary period, the Employer with the agreement of the Union, may extend the probationary period of an employee for up to 30 additional calendar days. During the probationary period, the employee will not be entitled to any benefits under this Agreement. Upon completion of the probationary period, the employee will be placed on the seniority list as of his date of hire.

## ARTICLE 2

### UNION SECURITY

2.1 All employees on the active payroll as of the effective date of this agreement who are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment.

**2.2** All non-probationary 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 30 days after the effective date of this Agreement and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

**2.3** All employees hired after the effective date of this Agreement shall become members of the Union no later than the 60<sup>th</sup> day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

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

**2.5** Subject to the grievance and arbitration procedure of this Agreement, an employee who has failed to maintain membership in good standing as required by this Article shall within 20 calendar days following receipt of a written demand from the Union requesting his or her discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

**2.6** The Union agrees to indemnify and save the Company harmless from any claims or liabilities arising out of the Company's action for the purpose of complying with this Article.

**2.7** At the time of hire, the Employer will provide written notice to the employee of its contractual relationship with the Union and the employee's obligations under Articles 2 and 3 of this Agreement.

### **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 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 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 consecutive monthly installments beginning the month following 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 30 days' written notice from the Union.

**3.2** Upon 30 days' 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 authorization for deductions must adhere to the same payment procedure by making payments directly to the Union.

**3.4** Any employee who is a member of and adheres to 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 the Employer, shall not be required to join and remain a member of the Union as a condition of employment. Such employees shall be required, as a condition of continued employment, to remit monthly, 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, a sum equal to the initiation fee and regular dues of the Union as provided for herein. Such sums shall be checked-off by the Employer from the employee's pay at the same time and 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 hereto as Exhibit "B".

**3.5** 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 shall include, but not be limited to, the expense of the Union Representative 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.

(i) 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.

(b) 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, remitted to the Union on a monthly basis, and shall be completely paid in a period of 12 months from the month of billing.

(c) 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.

**3.6** 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 bargaining agreement, or (c) layoff from work, or (d) agreed leave of absence, or (e) revocation of the "check-off" authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Sections 3.1, 3.4 and 3.5 hereof. These provisions, however, shall not relieve any employees of the obligations to make the required dues



and initiation fee payments pursuant to the Union constitution in order to remain in good standing, except as provided in Sections 3.4 and 3.5.

3.7 The Employer shall not be obliged to make dues deductions or charitable deductions of any kind from any employee who, during any dues month, shall have failed to have received sufficient wages to equal the dues or charitable deductions.

3.8 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 15th day of each month, together with a list of all employees, and their social security numbers, from whom dues and/or initiation fees and/or grievance and arbitration fees have been deducted. 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 thereof, together with the amount deducted for each employee.

3.9 The Employer agrees to furnish the Union each month with the names of newly hired employees, their addresses, social security numbers, classifications of work, dates of hire, and names of terminated employees, together with their dates of termination, and the names of employees on leave of absence.

3.10 Upon receipt of written authorization from an employee in the form annexed hereto as Exhibit "C", the 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 completions 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 the Employer whenever feasible.

3.11 The Employer agrees to make a payroll deduction once each calendar year 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 only once per 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.

3.12 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of this implementation of the provision 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

### MANAGEMENT RIGHTS

4.1 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 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 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 not inconsistent with the terms of this Agreement; 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.

Also, 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.

4.2 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.

4.3 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 5**

### **NO STRIKES OR LOCKOUTS**

**5.1** No employee shall engage in any strike, sympathy strike, sit-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

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

**5.3** In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike sit-down, sit-in, slow-down, cessation, or stoppage or interruption to work, boycott, or other interference with the operations of the Employer occur, the Union, within 24 hours of a request by the Employer shall:

(a) Publicly disavow such action by the employees.

(b) Advise the Employer in writing that such action by employees has not been called or sanctioned by the Union.

(c) Notify the employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

(d) Post notices at Union bulletin boards advising that it disapproved such action, and instructing employees to return to work immediately.

**5.4** The Employer agrees that it will not lock out employees during the term of this Agreement.

## **ARTICLE 6**

### **SENIORITY**

**6.1** (a) Home seniority is defined as the length of time an employee has been continuously employed in any capacity at the Employer's facility.

(b) Classification seniority is defined as the length of time an employee has worked continuously in a specific job classification within a department.

(c) Department seniority is defined as the length of time an employee has worked continuously in a specific department

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

(b) Classification seniority shall accrue during the time period an employee works in a specific job classification.

(c) Department seniority shall accrue during the time an employee works continuously in a specific department.

(d) Leaves of absence. Seniority shall accrue during any continuously authorized leave of absence without pay up to twelve (12) months; during an authorized leave of absence with pay; or during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an employee's employment, if the employee is recalled into employment.

(e) Classification seniority shall apply in layoffs and recalls and for the scheduling of vacations.

(f) Home seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

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

(a) Terminates employment voluntarily;

(b) Is discharged for just cause;

(c) Is laid off for a period of one year or a period exceeding the length of the employee's continuous service, whichever is less;

(d) Fails to return from an authorized leave of absence at the specified time;

(e) Fails to return from layoff within seven days after the documented delivery of a certified letter from the Employer offering reinstatement. A copy of the letter will be sent to the local Union. The Employer may at its discretion grant an extension, provided it notifies the Union of such extension.

(f) Employees who, while on a leave of absence from the Employer, take another job during their normal nursing home working hours, without written consent of the Administrator; and

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

6.4 Each delegate shall have super seniority for purposes of layoff and recall only.

**6.5** Temporary employees shall have no seniority during the time they occupy the status of temporary employee. Should a temporary employee become a regular full-time or part-time employee, seniority shall be retroactive to date of employment.

**6.6** The Employer shall post each January and July a classification and bargaining unit seniority list showing the unit and length of continuous service of each employee covered by this Agreement. A copy of each list shall be furnished to the Union.

## **ARTICLE 7**

### **PROMOTIONS**

**7.1** When a vacancy in the bargaining unit exists which the Employer decides to fill, the following procedures shall be used in filling such vacancies:

(a) The Employer agrees to post a notice of such job vacancies for five days and to consider the qualifications of all applicants for such vacancies. The position shall be awarded to the employee whom the Employer considers most qualified for the position who has the ability to perform the work. In the event of qualifications of two employees are relatively equal, home seniority shall prevail. If the Employer concludes that no employee is qualified, then it may hire from outside the unit. If an employee is selected for the vacant job, that employee shall have a 30 day trial period. The Employer may extend an employee's trial period for a vacant job by an additional thirty (30) days. If, in the opinion of the Employer the employee does not successfully complete the trial period, or if the employee does not wish to continue in the job, that employee shall be returned to his or her former classification within the trial period without loss of classification seniority unless he loses his seniority under other provisions of this Agreement.

## **ARTICLE 8**

### **LAYOFF AND RECALL**

**8.1** In the event a layoff becomes necessary within a job classification, the layoff will occur in the following order:

- (a) temporary employees.
- (b) part time employees not covered by the collective bargaining agreement.
- (c) probationary employees.
- (d) non-probationary employees on the basis of their bargaining unit seniority.

**8.2** In the event an employee is scheduled to be laid off in one department and there exists a vacant job in another department, or a job filled by a probationary employee, temporary employee or part-time employee not covered by this Agreement, for which the employee is

qualified and has the ability to perform, as determined in the sole discretion of the Employer, then home seniority shall prevail in assigning such qualified employees scheduled to be laid off to such jobs.

**8.3** Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their classification seniority in the reverse order from which they were laid off. If a vacancy occurs in a job classification where no employee in that classification has recall rights, then the laid off employee with the most home seniority will be recalled if he or she has the ability and qualifications to do the work, and if not, the next senior qualified employee will be recalled and so on. When an employee is recalled to a job other than his regular job and to which he is qualified to perform, he shall receive the rate for the job which he is performing.

**8.4** Probationary employees who have been laid off have no recall privileges.

**8.5** It is agreed in principle that for the purpose of applying seniority to recalls, to vacant positions, and to layoff, employees in job classifications of similar types and requiring similar skills shall be grouped together.

## ARTICLE 9

### HIRING

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

(a) The employer shall utilize the Union's employment service for the recruitment and referral of qualified personnel for bargaining unit job vacancies and training positions;

(b) The employer shall notify the Union's employment service of all bargaining unit job and training position vacancies and shall afford the service 48 hours from the time of notification and to refer an applicant for the vacancy before hiring from any other source;

(c) The employment service shall be administered by the Union and the costs of operating the service shall be borne by the Union;

(d) Notwithstanding the foregoing, the Employer retains the right to hire such applicants referred by the employment service as it deems qualified in its sole discretion, and also retains the right to hire applicants from other sources in the event the employment service does not refer qualified applicants within such 48 hour period;

(e) The employer shall not be required to notify the employment service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety and well-being of patients.

## **ARTICLE 10**

### **DISCIPLINE**

**10.1** The Employer shall have the right to discharge, suspend or discipline any employee for just cause.

**10.2** The Employer will notify the Union in writing of any discharge or suspension within 48 hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice to the Employer within 5 working days, but not later than 10 working days from the date of receipt of the notice of discharge or suspension. In the event the Union contests the discharge or suspension, the dispute shall be submitted and determined under the grievance and arbitration procedure beginning at Step 3. The Union's notice of contest shall not delay implementation of the suspension or discharge.

**10.3** The Employer shall not discipline an employee in such a manner as to embarrass the employee before the public or other employees except in the case where the welfare of a resident would be affected. The Employer shall honor an employee's request to have a delegate or other employee present when formal discipline (written warning or above) is issued.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

**11.1** A grievance shall be defined as a dispute or complaint arising between the parties of this Agreement concerning its interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

#### **Step 1**

Within 10 working days, an employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immediate supervisor. The employer shall give an answer to the employee and/or his Union delegate or other representative within 10 working days after the presentation of the grievance in Step 1. The Employer may also file a grievance under this Article.

#### **Step 2**

If the grievance is not settled in Step 1, the grievance may, within five working days after the answer in Step 1, be presented in Step 2, reduced to writing, signed by the grievant and his/her Union representative and presented to the department head. A grievance as presented in Step 2 shall be answered by the Employer in writing within ten (10) working days after its presentation.

#### **Step 3**

If the grievance is not settled in Step 2, the grievance may, within five working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the

employer's nursing home administrator or representative designated by management, or his/her designee, and he/she or his/her designee shall render a decision in writing within ten (10) working days after the presentation of the grievance in this step.

**11.2** Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

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

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

**11.5** A grievance which affects a substantial number or class of employees, and which the employer representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

## **ARTICLE 12**

### **ARBITRATION**

**12.1** Any unresolved grievance concerning the interpretation, application or alleged breach of any specific provision of this Agreement may be referred by the Union to arbitration before the American Arbitration Association for resolution under the voluntary labor association rules then in effect by serving written notice upon the Employer within 30 calendar days after the completion of Step 3 of the grievance procedure. If the Union fails to serve such notice of its intent to arbitrate within this time limitation, the grievance shall be considered resolved. No individual employee shall have the right to invoke this arbitration procedure.

**12.2** The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

**12.3** The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employee.

**12.4** The arbitrator shall have jurisdiction only over a grievance after the completion of the grievance procedure and he or she shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement. The Arbitrator shall draw no adverse inference if a resident or family member fails to testify at an arbitration hearing.

**12.5** Arbitration awards or grievance settlements shall in no case be made retroactive more than five days prior to the date on which the grievance was presented in Step 1 of the grievance procedure.

**12.6** The parties agree that discharge cases may be handled on an expedited basis in accordance with the following rules:



(a) Within 7 calendar days after receipt of the Employer's Step 3 grievance procedure answer, the Union may request expedited arbitration in a discharge case only by using the following procedure:

(i) The Union shall initially notify the facility administrator and/or Network Human Resources Coordinator by fax or regular mail that it desires to proceed to arbitration on a particular case. Within 48 hours of the notification, the party shall agree on 3 possible hearing dates within 45 calendar days of the Union's notice.

(ii) The Union shall then notify in writing the Philadelphia office of the American Arbitration Association, which shall submit to the parties a list of arbitrators who are available to hear the case on one of the agreed upon dates. The parties shall mutually agree to the arbitrator.

(b) The arbitrator chosen shall issue a written opinion within 30 days of the close of the hearing.

(c) All other rules and procedures of the regular arbitration procedure shall be applicable to the expedited procedure.

## ARTICLE 13

### NON-DISCRIMINATION

13.1 The parties agree to continue their present practice of non-discrimination against or in favor of any employee on account of lawful union activities, race, color, creed, national origin, political or religious belief, sex, sexual orientation, age or disability.

## ARTICLE 14

### UNION VISITATION & BULLETIN BOARDS

14.1 With twenty-four (24) hours' notice to the Administrator or his/her designee, representatives of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, or delegates of the Union and/or employees, for the purpose of administering this Agreement, provided the representative does not interfere with the operations of the Home or with resident care. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his or her visit. Union Representatives shall meet with employees in one location designated by the Employer and in non-resident care related areas during non-work hours.

14.2 (a) The Union will notify the employer in writing of the identity of the Union's delegates. Except as permitted in this Agreement, delegates are to refrain from performing Union activities on work time. The delegates may leave their jobs during working hours for the purpose of reviewing matters arising out of this Agreement involving the department or section they represent and which require immediate attention, or to attend a scheduled grievance meeting,

provided that they first receive permission to perform this Union business from their immediate supervisor (if the immediate supervisor is a Union member, then permission must be obtained from the department manager). Such permission shall not be unreasonably withheld, but shall not be granted in times when it interferes with resident care or the efficient operation of the employer.

(b) If the delegate finds it necessary to enter a department of the nursing home other than his or her own department, he or she shall first secure the permission of his or her own department head. When he arrives in the other department, he will also secure the permission of that department head. Such visit shall not interfere with the operation of the nursing home.

14.3 If the present date or time for delegate assembly meetings is changed, the work schedules of employees elected as Union delegates shall be adjusted to permit their attendance at these delegate assembly meetings, provided that the Employer's operations shall not be impaired and provided further the Union gives the Employer 14 calendar days advance notice in writing to the administrator of such change.

14.4 The Employer shall provide an enclosed bulletin board for the exclusive use of the Union for the purpose of posting proper Union notices. Notices shall not be posted in any other place. Such bulletin boards shall be placed in the employee's dining room.

14.5 An employee who is required to attend health and safety meetings and/or inspections shall do so without loss of pay.

14.6 Union delegates shall be granted time off compensated at their regular straight time rate for up to three (3) days per year to attend Union seminars and other Union functions that require delegate attendance provided the Union gives the Employer at least two (2) weeks advance written notice.

## ARTICLE 15

### HOURS OF WORK

15.1 The regular work day and work week for full-time employees shall consist seven and one-half (7 ½) hours per day with an unpaid thirty (30) minute lunch or thirty-seven and one-half (37 ½) hours per week. Nothing in this Agreement shall be construed as a guarantee by the Employer of hours worked per day, per week, or per year.

15.2 The work week shall consist of seven (7) days beginning at 12:00 a.m. on Sunday and ending 11:59 p.m. the following Saturday.

15.3 Employees shall report dressed and ready for work at their job location, and quit work at their job location, at the times designated by the Employer as the beginning and end of their regular work day, unless expressly advised otherwise by the Employer.

15.4 For disciplinary purposes, Employees shall be permitted up to four (4) minutes grace period for lateness which shall not be abused.

**15.5** Employees who work in departments which operate seven (7) days a week shall be required to work every other weekend. Weekends missed due to a scheduled vacation, military leave or approved bereavement leave will not be required to be made up.

**15.6** Full time employees shall be entitled to two (2) rest periods of fifteen (15) minutes each during their regular work day as scheduled by the Employer for each employee. Employees scheduled to work more than four (4) hours but less than eight (8) hours shall receive one such rest period. These rest periods shall be considered as time worked. Employees who wish to use their 15 minute break to extend their lunch period may do so provided they obtain the prior approval of their immediate supervisor.

**15.7** Employees who report to work at their regularly scheduled shift without being notified not to report shall, in the event no work is available, be compensated by payment of four (4) hours pay at their regular rate or they may be assigned other employment they can perform.

**15.8** The Employer shall consider time spent by employees attending mandatory in-service meetings as work time.

**15.9** In the event the Employer wishes to permanently change an employee's start time, the Employer shall notify the employee in writing of the change two (2) weeks in advance. In the event the Employer wants to temporarily change an employee's start time due to some emergency or other condition beyond the Employer's control, no advance written notice is necessary. The Employer will attempt to notify the employee as far in advance as possible. This provision shall not apply to probationary employees.

**15.10** The employee may be permitted to change or exchange days with another employee provided both employees receive prior permission from their supervisor and the exchange does not result in overtime.

**15.11** In the event an employee is called into work will be compensated for actual hours worked.

## **ARTICLE 16**

### **OVERTIME**

**16.1** An employee shall be paid time and one-half (1 ½) his regular hourly rate for all hours worked over forty (40) in the work week.

**16.2** There shall be no duplication or pyramiding in computation of overtime or other premium pay under this Agreement.

**16.3** The facility will assign overtime by using an extra work sign-up list for each department, which shall be maintained by the Employer. All full-time and regular part-time employees wishing to work extra time shall make their request known to the Employer by placing their names on the "extra work sign-up list." If an employee wishes to remove his name from the list, he shall request the removal in writing. An employee who is scheduled to work an extra shift

and has the shift cancelled with less than two hours notice shall be given the opportunity to work at least four (4) hours.

16.4 The Employer may require employees to work overtime where necessary for proper resident care or the administration of the facility. If there are insufficient volunteers, mandatory overtime shall be assigned to the least senior employee in the classification, on a rotating basis, in the reverse order of seniority.

16.5 Premium Holidays shall count as time worked for the purposes of overtime.

## ARTICLE 17

### HOLIDAYS

17.1 The Employer shall recognize the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Norman Rayford Day, Thanksgiving Day, Christmas Day.

17.2 Each full time employee who does not work on the holiday shall be paid his regular hourly rate for his normal hours of work provided he worked his scheduled work day before the holiday and his scheduled workday after the holiday. If an employee is scheduled to work a holiday and fails to report for work, he will not be entitled to any holiday pay.

17.3 An employee who works on a recognized holiday shall be paid time and one-half (1 ½) his regular hourly rate for all hours worked. In addition, the employee shall receive an additional day's pay or another day off, as determined by the Employer after consulting with the employee, provided the employee worked his scheduled work day before the holiday and his scheduled work day after the holiday. Employees who work on a holiday shall not receive holiday pay if the employee is more than an hour late and does not provide notice, or if the employee leaves more than 15 minutes early without notice. If an employee is more than thirty minutes late on the day before or after the holiday, their holiday pay shall be reduced by the amount of time they are late.

17.4 If a recognized holiday falls during an employee's vacation or bereavement leave, he will be entitled to holiday pay and it will not be charged against her vacation or bereavement leave. Alternatively, with the prior approval of the Employer, the employee may extend his vacation or bereavement leave by one day.

17.5 Part time employees shall be paid for four (4) hours for holidays, and part-time employees who work on the holiday shall be paid one and one-half times their hourly rate for all hours worked.

17.6 Premium Holidays shall count as time worked for purposes of overtime.

## ARTICLE 18

### PAID TIME OFF

18.1 Full-time and part-time employees within the bargaining unit shall be granted paid time off (PTO) based on anniversary date. PTO will replace sick days, personal days, and vacation.

Employees can cash in PTO at any time at 50% of their value. The maximum accrual time will be the maximum number of PTO days that the employee accrues annually.

18.2 The amount of PTO award is based on the following years of service schedule, based on paid non-overtime hours:

#### **PTO Days for Employees hired before July 1, 2014**

	<u>Maximum Annual Accrual</u>	<u>Bi-Weekly Accrual</u>
After 1 yr of service	25 PTO Days	7.21 hours
After 5 yrs of service	30 PTO Days	8.65 hours
After 12 yrs of service	35 PTO Days	10.10 hours

#### **PTO Days for Employees hired before May 1, 2017**

	<u>Maximum Annual Accrual</u>	<u>Bi-Weekly Accrual</u>
After 1 yr of service	21 PTO Days	6.06 hours
After 5 yrs of service	24 PTO Days	6.92 hours
After 15 yrs of service	26 PTO Days	7.5 hours

#### **PTO Days for Employees hired after May 1, 2017**

	<u>Maximum Annual Accrual</u>	<u>Bi-Weekly Accrual</u>
After Probation	14 PTO Days	4.04 hours
After 5 yrs of service	19 PTO Days	5.48 hours
After 15 yrs of service	24 PTO Days	6.92 hours

Part-Time employees shall accrue PTO on a pro-rata basis, and consistent with eligibility requirements set forth in this agreement.

No employee shall accrue PTO while on an unpaid leave of absence or during any other unpaid status.

18.3 In the event the employee is unable to return to work due to a medically certified work related disability, the employee will receive all unused accrued PTO earned as of the date of the occurrence leading to the disability.

18.4 Unused, accrued PTO will be paid at 50% to employees who are laid off.

18.5 By January 3<sup>rd</sup> of each year, the Employer shall post a schedule showing the number of PTO slots in each department and shift throughout the following twelve (12) consecutive months. PTO may be scheduled for any time during the year. If an employee has requested PTO on 3 separate occasions and has been denied, the Employer will pay out that time at 100%.

Each employee shall submit a signed, written PTO preference request to his/her department head or that department head's designee by January 31 of each year, listing three (3) preferences for all PTO time available to that employee. Such requests shall be for increments of not less than five (5) days.

PTO will be approved in accordance with the Employer's need to maintain efficient operations. PTO shall then be granted according to the employee's bargaining unit seniority within their respective departments. The Employer shall give each employee written notice of his/her approved PTO schedule by March 31 of each year. The employee shall sign a receipt acknowledging receipt of this notice of his/her approved PTO schedule.

PTO requests submitted after March 31 will be granted on a "first come, first serve" basis subject to the remaining availability of slots on the PTO schedule. Such requests may be for single or multiple days. Such requests must be submitted in writing at least two (2) weeks prior to the posting of the work schedule covering the desired PTO period and shall be subject to the written approval of the Employer. The department head or the department head's designee shall sign and date the employee's written request for PTO and return a copy of the approved or denied request to the employee within two weeks of submission. Requests for PTO shall be submitted in writing to the employee's respective department head no later than two (2) weeks in advance of the time the leave is requested. In emergencies, notification must be provided two (2) hours prior to the commencement of the day shift, and three hours prior to the commencement of the afternoon and evening shifts.

A request for PTO shall not be unreasonably denied.

18.6 PTO pay shall be based on the employee's rate of pay in effect at the time the PTO is taken. Requests to receive PTO pay in advance must be submitted to the employee's immediate supervisor two (2) weeks in advance of the PTO time.

18.7 Employees are requested to give two (2) calendar weeks' notice of their resignation. Employees must work all scheduled days during the notice period. PTO days cannot be taken during the notice period.

Unused, accrued PTO for the calendar year will be paid to those employees who work all scheduled days during their two-week notice period.

Unused, accrued PTO will not be paid upon resignation for those employees who fail to provide the required two-week notice or who fail to work all scheduled days during the two-week notice period. Unused, accrued Paid Time Off benefits will not be payable to employees who are terminated for just cause.

## ARTICLE 19

### BEREAVEMENT LEAVE AND JURY DUTY

**19.1** An employee shall be entitled to three (3) days bereavement leave in case of a death in the employee's immediate family. "Immediate Family" shall mean father, mother, stepfather, stepmother, spouse, sister, brother, child, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law or legal guardian. The day of leave must include the day of the funeral and the leave will be granted only for days in which the employee would otherwise have worked. Employees required to travel three hundred (300) miles or more shall be granted an additional day in the event of a death in the immediate family, provided the employee attends the funeral. Bereavement leave shall be paid at the employee's regular hourly rate for the hours he would have regularly worked. The Employer may require proof of death and relationship. In the event of the death of an employee's sister in law or brother in law, a regular full-time or part-time employee shall be given one day off with pay to attend the funeral, provided the employee was scheduled to work that day.

**19.2** Employees who are summoned for jury duty are to be paid the difference between their regular straight time earnings and the payment received for jury service to a maximum of ten (10) days. The employee shall be required to produce the subpoena or notice to report for jury service as well as proof of jury service upon completion.

**19.3** Leaves of absence for performance of duties with the U.S. Armed Forces or with a Reserve component shall be granted in accordance with applicable law. The Employer shall pay the difference between any military pay received and the employee's regular earnings, for up to two (2) weeks.

## ARTICLE 20

### UNPAID LEAVE

**20.1** Each employee who has worked at least 1,250 hours the year before shall be eligible for a leave of absence under the terms of the Family and Medical Leave Act. Employees shall be

required to use all accrued paid time off as part of the leave, except as otherwise provided in this Agreement.

**20.2** Leaves of absence without pay for other compelling reasons, including disability and maternity, will not be unreasonably denied by the Employer provided further that such leaves will not interfere with the operation of the Employer. Such leaves are limited to a maximum of twelve (12) months, and requests for such leave must be submitted in writing at least fourteen (14) calendar days in advance of the leave, absent an emergency excusable by the Employer.

**20.3** 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 leave does not interfere with the operation of the Employer. The parties agree that an employee who is granted a leave of absence to accept a fulltime position with the Union may request up to two extensions of the leave for a total of three years. The terms and conditions of any extension shall be handled on a case by case basis between the Employer and the Union.

**20.4** Upon return from an authorized leave of absence, the employee shall be placed in their previous classification and shift based on their classification seniority. In the event they do not have the seniority to return to their former shift, they shall be offered another shift consistent with their classification seniority.

## ARTICLE 21

### HEALTH AND WELFARE

**21.1** The Employer shall make available to full-time employees who regularly work at least thirty (30) hours a week, medical, dental and prescription benefits on the same terms and conditions as provided to non-bargaining unit employees of the Employer, as the plans may be amended from time to time by the Employer. If the Union establishes a Taft-Hartley medical plan, the Employer will discuss with them the inclusion of union employees into that plan. Health care contributions shall be as follows:

5/1/2017	EE Only	EE/Spouse	EE/Children	Family
Bronze	80/20	80/20	80/20	80/20
Silver	75/25	70/30	75/25	70/30
Gold	75/25	70/30	75/25	70/30
Platinum	70/30	70/30	70/30	70/30

7/1/2018 to 6/30/22	EE Only	EE/Spouse	EE/Children	Family
Bronze	80/20	70/30	70/30	70/30
Silver	70/30	60/40	65/35	60/40
Gold	60/40	60/40	60/40	60/40
Platinum	60/40	60/40	60/40	60/40



Employees who opt out of health insurance and who can show proof of other coverage, shall receive \$1.00 per hour for all hours paid.

**21.2** The Employer shall provide life insurance coverage for each full-time employee equal to one times the employee's annual base salary.

**21.3** All employees shall be offered Short Term Disability policies and other individual based AFLAC products through AFLAC at 100% of the employees' costs. All Employees current AFLAC policies will remain in force with continued payroll deductions.

## **ARTICLE 22**

### **RETIREMENT PLAN**

**22.1** Effective May 1, 2017, for each employee who has completed at least one continuous year of service or 2,080 hours, the Employer shall contribute 2% of the employee's straight-time wages to the Union's Nursing Home and Health Care Employees Pension Plan. Such payments by the Employer to the Pension Fund shall be made monthly based upon the previous month's payroll.

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

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

**22.4** An independent audit of the Pension Fund shall be made annually and a statement of the results thereof shall be furnished to the Employer.

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

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

**22.7** The Employer agrees to make available to the Pension Fund any such records of employees such as names, classifications, social security numbers, dates of hire, hours of work, accounts of payroll and/or wages paid, and dates of termination or leave which the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund or that may

be so required by ERISA in order to determine the eligibility of employees for Pension Fund benefits and to permit an accountant for the Pension Fund to audit such records.

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

## **ARTICLE 23**

### **WAGES**

**23.1** The wages for bargaining unit employees are set forth in Appendix A.

## **ARTICLE 26**

### **UNIFORM ALLOWANCE**

**26.1** Each full-time employee who has completed his probationary period shall receive uniforms. The Employer shall provide three (3) uniforms annually to full time employees and two (2) annually to part time employees. Employees may purchase additional uniforms at the Employer's wholesale cost.

## **ARTICLE 27**

### **GENERAL PROVISIONS**

**27.1** Employees shall be required to maintain their current address on file with the employer. All notices to employees will be considered as to have been properly sent if they are sent to the last address of record.

**27.2** Supervisors shall not do work normally performed by bargaining unit members, except for the purpose of instruction, training, supervision, filling in for absenteeism, emergencies or where the normal duties of supervisors overlap the duties of employees. An emergency is defined herein as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

**27.3** All minor infractions on an employee's record shall be cleared up after one year, provided that the one year is free of any other infractions. A minor infraction is defined as a violation of an Employer rule or policy which results in an oral warning or written warning without the imposition of any disciplinary suspension or other time off.

**27.4** 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 with any classification covered

by this Agreement and yet involves duties which render the employee subject to this Agreement, the wage rate of such employee shall be determined by negotiation between the Union and the employer. If the parties are unable to agree on a wage rate, the matter may be submitted to arbitration by the Union. The sole issue for the arbitrator shall be the applicable rate of pay. Before negotiating the wage rate, the Employer shall give to the Union a description of the new position.

**27.5** Mandatory in-service education programs will be given either on the employee's regularly scheduled shift or within one hour of the employee's normally scheduled start or finish time.

**27.6** The parties agree that it is desirable to have matters of joint concern discussed by and between them on a regular basis. Therefore, upon request of either party, meetings shall be scheduled at mutually agreeable times to take up matters of mutual concern. Grievances are to be addressed in the grievance procedure and shall not be subject to discussion during labor management meetings.

**27.7** If an employee's work schedule is to be changed, the employee shall be given at least two weeks prior notice, where practicable.

**27.8** An employee may inspect the contents of his or her personnel file during the day and not on working time twice a year, except for grievances and arbitrations. The employee may not remove any material from the file but has the right to make such additions or responses contained in his official file as he deems necessary. The employee shall have no right to review his or her official confidential pre-employment file or other confidential records which are not maintained in the personnel file.

**27.9** Employees will be provided in service training for handling combative/abusive residents. This training will also be provided from time to time for newly hired employees. The Employer will also provide training and establish procedures for identifying and handling residents with contagious diseases.

**27.10** If the Employer improves educational benefits for non-unit employees, it shall apply the same improvements to the employees in the bargaining unit.

**27.11** In Labor-Management meetings, the Union and the Employer will develop a contingency plan to be implemented when a State of Emergency is declared by the President of the United States, the Governor of Pennsylvania or the Mayor of Philadelphia that will ensure the proper care for residents of the facility and consider the safety of the affected employees.

**27.12** Before the Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transferor, assignee or successor, the Employer agrees that such a purchaser, transferor, assignee or successor shall be advised in writing of the existence of this collective bargaining agreement. The Employer further agrees that a copy of said notice shall be sent to all parties to this agreement.

ARTICLE 28

SEPARABILITY

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

ARTICLE 29

DURATION

29.1 This Agreement shall be in full force and effect for the period commencing May 1, 2017 and ending June 30, 2022, and shall continue thereafter from year to year unless either party gives written notice to the other of a desire to terminate the Agreement at least ninety (90) days before the termination date of the Agreement or any extension.

CLIVEDEN CONVALESCENT CENTER

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

*Burrows*  
UP

*2/4/21*  
President

**APPENDIX A**

**WAGES**

The starting rates for the life of the collective bargaining agreement shall be as set forth below. The Employer reserves the right to increase any starting wage rate.

<b>Job Title</b>	<b>Starting Rates 5/1/17</b>
<b>CNA</b>	
Start with no experience	\$13.62
After probation	\$14.01
With at least 2 years experience	\$14.40
With at least 5 years experience	\$15.12
*CNA Specialist: \$1.00 above applicable rate	
Dietary Aide	\$12.10
Housekeeping Aide	\$12.10
Floor Tech	\$13.10
Laundry Aide	\$12.10
Activities Aide	\$12.66
Maintenance Mechanic	\$20.88
Maintenance Worker	\$13.06
Prep Cook/Cook Assistants	\$14.39
Cook	\$15.32
Unit Clerk	\$14.40

\*CNA Specialists shall be selected by Employer under terms established by Employer including experience, skill and commitment to the facility.

Incumbent employees and employees hired after the effective date of this agreement shall receive the following wage increases:

July 1, 2017: 2% increase

July 1, 2018: 2% one-time bonus

July 1, 2019: 2% increase

July 1, 2020: 2% one-time bonus

July 1, 2021: 2% increase

Employees shall be eligible for the lump sum bonus, only if the employee was employed for the entire twelve (12) month period preceding the effective date of the bonus.



**SIDE LETTER**

**“5/4” or “double/double” Schedule**

Employees on a “5/4” or “double/double” schedule shall receive benefits and paid time off as full-time employees. In the event the Employer eliminates the “5/4” and “double/double” schedules, the effected employees shall be given at least ninety (90) days’ notice and displaced employees shall be provided with full-time positions by seniority. If no positions are available, employees may exercise their bumping rights.

**CLIVEDEN OPERATING, LLC**

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

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

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

Dated:

**EXHIBIT "A" DUES CHECKOFF**

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**  
**330 West 42<sup>nd</sup> Street, New York, N.Y. 10030**  
**APPLICATION FOR MEMBERSHIP**

*PLEASE PRINT*

Name \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

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

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

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

**CHECK-OFF AUTHORIZATION**

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

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 become due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said Union.

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

This assignment, authorization and direction shall be Irrevocable for the period of one (1) year, or until the termination of said collective agreement between the EMPLOYER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union 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(c) of the Labor Management Relations Act of 1947.

Print Name: \_\_\_\_\_

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



**EXHIBIT "B"**

**CONSCIENTIOUS OBJECTOR**

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

You are hereby authorized and directed to deduct a sum equal to the initiation fee required by 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, PA 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 for 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"**

**CREDIT UNION CHECKOFF**

**District 1199C Credit Union**

**PLEASE PRINT**

**NAME:** \_\_\_\_\_ **SOC. SEC. NO.** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**CITY/STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**EMPLOYED AT** \_\_\_\_\_

**DEPARTMENT** \_\_\_\_\_ **JOB TITLE** \_\_\_\_\_

**AMOUNT OF DEDUCTION** \_\_\_\_\_ **PER PAY PERIOD**

**SIGNED** \_\_\_\_\_

**Credit Union Check-Off Authorization**

**Effective Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
(Name of Employer)

You are hereby directed to deduct from my wages or salary, the sum of \$ \_\_\_\_\_ each pay period not to exceed ten percent (10%) of my wages each pay period and to remit such deductions to the District 1199C Credit Union, or to any other credit union in which the Hospital participates (if I so designate), no later than the tenth (10th) day of each month following the month in which the deductions are made. This authorization may be revoked by a 30 day written notice sent to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of the repayment of a loan from the District 1199C Credit Union doing business in New York and in such latter event the same will be in full force and in effect until the loan from the District 1199C Credit Union has been paid in full.

**Name** \_\_\_\_\_  
(print)

**Address** \_\_\_\_\_

**Signature** \_\_\_\_\_

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

**Job Title** \_\_\_\_\_

**EXHIBIT "D"**

**POLITICAL ACTION  
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 year Social Security Number \_\_\_\_\_

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 \_\_\_\_\_