

**COLLECTIVE BARGAINING AGREEMENT**  
**BY AND BETWEEN**  
**CHESTNUT HILL LODGE HEALTH AND REHABILITATION CENTER**  
**AND**  
**NATIONAL UNION OF HOSPITAL AND HEALTHCARE EMPLOYEE**  
**AFSCME, AFL-CIO AND ITS AFFILIATE DISTRICT 1199C**

**MARCH 29, 2018 THROUGH JANUARY 2, 2021**

**CONTRACT EXTENDED TO AUGUST 31, 2021**

TABLE OF CONTENTS

	PAGE
PREAMBLE.....	1
ARTICLE 1- RECOGNITION -THE COLLECTIVE BARGAINING UNIT .....	2
ARTICLE II - UNION SECURITY.....	2
ARTICLE III - CHECK OFF .....	3
ARTICLE IV- NO DISCRIMINATION.....	5
ARTICLE V- UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS .....	5
ARTICLE VI - PROBATIONARY EMPLOYEES .....	6
ARTICLE VII - SENIORITY .....	6
ARTICLE VIII - LAYOFFS .....	7
ARTICLE IX-WAGES AND MINIMUMS.....	8
ARTICLE X- HOURS OF WORK – OVERTIME- SHIFTS.....	8
ARTICLE XI - PERSONAL TIME OFF AND HOLIDAYS.....	10
ARTICLE XII - PAID LEAVE.....	11
ARTICLE XIII - UNPAID LEAVE.....	12
ARTICLE XIV- PAST PRACTICES.....	13
ARTICLE XV - HEALTH INSURANCE .....	13
ARTICLE XVI - MANAGEMENT RIGHTS.....	13
ARTICLE XVII - NO STRIKE, LOCKOUT AND WORK STOPPAGE.....	14
ARTICLE XVIII - GRIEVANCE PROCEDURE .....	15
ARTICLE XIX - ARBITRATION.....	16
ARTICLE XX - SEPARABILITY.....	17
ARTICLE XXI - MISCELLANEOUS.....	17
ARTICLE XXII - 401(k).....	18
ARTICLE XXIII - EFFECTIVE DATES AND DURATION.....	18

**THIS AGREEMENT**, made and entered into by and between **Chestnut Hill Lodge Health and Rehabilitation Center**, hereinafter called the "Employer" and **District 1199c National Union of Hospital and Healthcare Employees AFSCME, AFL-CIO** having its offices at 1319 Locust Street, Philadelphia, PA 19107-10036, hereinafter called the "Union."

**WITNESSETH**

**WHEREAS**, the Employer recognizes the Union as the Collective Bargaining representative for the Employees covered in this Agreement as hereinafter provided; and

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

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

## ARTICLE 1- RECOGNITION -THE COLLECTIVE BARGAINING UNIT

### 1. Definitions

a. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all the Employees in the following bargaining unit: All Regular Full Time and Part Time Licensed Practical Nursing (LPNs) employed by the Employer at its 8833 Stenton Avenue, Wyndmoor, Pennsylvania facility.

b. Excluded from the aforesaid bargaining unit are: all other employees, including but not limited to, per diem employees, pool/agency employees, managerial employees, clerical employees, guards and supervisors as defined in the Act.

c. Part-time Employees must regularly work 2 days a week in order to be required to pay Union dues.

d. 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 absent Employee. The said three (3) month period may be extended for the length of time necessary to replace the absent Employee, with the consent of the Union, which shall not be unreasonably withheld. Temporary Employees will become members of the Union after completion of six (6) months of service or any extended time period that is mutually agreed upon by the parties whichever is greater. If a temporary employee is hired on a permanent basis after completion of six (6) months, the employee shall be required to pay Union dues on a retroactive basis.

2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1A hereof.

## ARTICLE II - UNION SECURITY

1. All employees on the active payroll as of the effective date of this Agreement and upon completion of the probationary period, who are members of the union, shall maintain their membership in the Union in good standing as a condition of continued employment. For the purposes of this Article, "good standing" means the tendering of union dues uniformly required for membership.

2. All Employees on the active payroll as of the effective date of this Agreement, who are not members of the Union who are covered under the Recognition Clause in Article 1, shall become members of the Union thirty (30) days after the effective date of this Agreement and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. For the purposes of this Article "good standing" means the tendering of union dues uniformly required for membership.

3. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, save those obligations specifically imposed upon the Employer by this Article. The Union shall

hold the Employer harmless from any and all claims, grievances, arbitration awards, suits or other proceedings arising out of, or by reason of, any action taken by the Employer for the purpose of complying with any of the provisions of this Article. The Union shall reimburse defense costs, indemnify and hold the Employer harmless from any costs or damages sustained by reason of any action taken under this Article.

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

### ARTICLE III - CHECK OFF

**Section 1.** The Employer shall deduct regular initiation fees and monthly dues starting not earlier than the first pay period from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorizations cards voluntarily executed by an employee for that purpose and bearing his signature providing that:

A. An employee shall have the right to revoke such authorization by giving written notice to the employer and Union of fifteen (15) days.

B. The Employers obligation to take deductions shall terminate automatically upon timely receipt of revocation by the employees of authorization or upon elimination of employment or promotion or transfer to a job classification outside the bargaining unit.

**Section 2.** The local Union shall certify to the Employer the amount of dues to be deducted. The Employer agrees to work with the local Union to arrange for transfer and processing of dues in a cost-efficient and expedient manner including, where possible, the transfer of information electronically.

**Section 3.** All deductions under Section 1A shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

**Section 4.** Employees in the bargaining unit who are non-members of the Union shall be subjected to a fair share fee as provided for in Act 15 of 1993 Senate Bill 399 and any amendments thereto.

**Section 5.** All employees covered by this Agreement and hired on or after execution date shall become and remain members of the Union upon completion of their probationary period or pay a Fair Share fee in lieu thereof.

Employees failing to become members and remain members shall be subject to discharge within ten (10) days of written notice from the Union to the Employer.

**Section 6.** The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, save those obligations specifically imposed upon the Employer by this Article. The Union shall hold the Employer harmless from any and all claims, grievances, arbitration awards, suits or other proceedings

arising out of, or by reason of, any action taken by the Employer for the purpose of complying with any of the provisions of this Article. The Union shall reimburse defense costs, indemnify and hold the Employer harmless from any costs or damages sustained by reason of any action taken under this Article.

**Section 7.** The Employer, on a monthly basis, will indicate the correct dues rate and initiation fees, adding new applicants and coding employees who may have resigned, retired, died, become promoted or laid off and taken an unpaid leave of absence due to pregnancy, illness, education or military service. The Employer agrees to deduct and owed Union dues from an employee's pay upon return from said unpaid leave of absence and remit said dues to the Union.

**Section 8.** If any such employee, 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 Unions attorney.
- B. The employee shall not have the right, authority or ability to designate, engage or otherwise hire his or her own attorney to prosecute his or 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 employees will be taken to arbitration.
- C. If fees are due and owing to the Union under this paragraph, such fees, if not paid when billed, shall be deducted from the Employee's pay in accordance with Exhibit B attached hereto. Due shall be 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.

**Section 9.** The Employer shall not be required to make dues deductions or charitable deductions of any kind from any employee, who during any dues month involved, have failed to receive sufficient wages equal to the dues or charitable contributions.

**Section 10.** Each month, the Employer shall remit to the Union all deductions for dues and initial fees or deductions for the grievance and arbitration procedure in accordance with Section 6 hereof, made from the wages of the employees for the preceding month, and forward said payment to the Union on or before the fifteen (15th) day of each month, together with a list of all employees, including social security numbers, from whom dues, 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 Fair Share deductions have been deducted in accordance with the provisions of paragraph 6 hereof, together with the amount deducted from such employee.

**Section 11.** The Employer agrees to furnish the Union every other month with the names of newly hired employees, their addresses, social security numbers, and classifications of work, their dates of hire, names of

terminated employees, together with their dates of termination, and the names of employees on leaves of absences.

#### **ARTICLE IV- NO DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against or be in favor of any employee on account of race, color, creed, national origin, political belief, religious belief, sex, sexual orientation, age, gender, gender identity or disability provided such disability does not interfere with the performance of work responsibilities or duties or union activity.

#### **ARTICLE V- UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS**

**Section 1.** An official representative of the Union shall have reasonable access to the Employers premises within forty-eight (48) hours advance notice, unless the Facility Administrator provides written consent to a shorter time period for the purpose of conferring with the Employer, delegates of the union and/or employees for the purpose of administering this Agreement. Such conference shall be arranged to the satisfaction of both parties. The Facility Administrator shall provide a private area for the Union representative to confer with the employees during no-work hours. Union representatives are not permitted to confer with employees in work or resident care areas. When a Union representative enters the premises of the Employer, he or she shall notify the administrator or other person in charge of his or her visit.

**Section 2. Union Bulletin Boards.** The Employer shall select or provide an area for a reasonably sized bulletin board, which shall be used exclusively for the purpose of posting proper Union notices pertaining to the facility, which will in no way be derogatory to the Employer or any individual. The Facility Administrator shall be notified prior to the posting of all notices. All notices shall be dated and signed by the person who prepared and posted such notice. Such bulletin boards shall be placed conspicuously and at places readily accessible to workers in the course of employment.

**Section 3.** There shall be no non-working delegates. The Union agrees to furnish the Employer with a written list of the delegates so designated and to notify the Employer of any changes to said list of delegates. It is also understood that the Union may assign to delegates any duties it wishes, provided such duties do not interfere with the regular performance of their work for the Employer.

**Section 4.** Delegates will be expected to have the same attendance and tardy requirements as any other employee, meaning that while they will not be discriminated against, they will have no special privileges not shared by other employees. However, Union Delegates shall be scheduled such that they will have the opportunity to attend Union functions, on paid basis by the Employer, as long as a thirty (30) days' notice is given by the delegate to the Employer and as long as such meetings shall not exceed a total of four (4) days in any one (1) Yearperiod.

**Section 5.** Union delegates may request reasonable time off to conduct contract matters arising from the grievance activity. Such request shall not be unreasonable denied. In no instance shall the delegate be

discriminated against for discharging such duties, provided that such duties shall be conducted in non-resident and non-work areas. Union delegates shall endeavor to engage in union activity on non-work time.

## **ARTICLE VI - PROBATIONARY EMPLOYEES**

**Section 1.** Newly hired employees during the term of this Agreement shall be considered probationary for a period of ninety (90) working days from the date of employment, excluding time lost for sickness or for other absence. The Employer with the mutual consent of the Union may extend the probationary period an additional thirty (30) days. The mutual consent of the Union shall not be unreasonably withheld.

**Section 2.** During or at the end of the probationary period, the Employer may discipline and/or discharge any such employee at will and such discipline and/or discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 3.** During an employee's probationary period, he/she shall have no seniority rights and shall not be entitled to any of the other benefits, rights and entitlements of this Agreement including but not limited to the grievance arbitration provision.

## **ARTICLE VII - SENIORITY**

### **Section 1. Definition**

- A. Bargaining Unit Seniority is defined as the length of time an employee has been continuously employed in a bargaining unit position from the last date of hire.
- B. Classification Seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within the department and will apply only for the bidding of mobility such as vacations, shifts, etc.

### **Section 2. Accrual**

- A. An employee's seniority shall commence after the completion of his or her probationary period and shall be retroactive to the last date of his or her hire with Chestnut Hill Lodge Health and Rehabilitation Center.
- B. Bargaining Unit and Classification Seniority shall accrue during a continuous authorized leave of absence without pay, up to and not to exceed a period of six (6) months.
- C. Temporary Employees, as defined in this Agreement shall have no seniority status during the time they occupy the status of temporary employees, but should any temporary employees become permanent employees, then their seniority shall be retroactive to the date of employment as a probationary employee.
- D. A yearly seniority list shall be provided to the Union by the Employer.

**Section 3. Loss of Seniority.** An employee's seniority shall be broken and the employment relationship shall cease upon the following:

- A. Is terminated voluntarily;



- B. Is discharged for cause;
- C. Fails to return from authorized leave of absence at the specified time when physically able to do so. The employee is to give prior notification to the Employer if he or she is unable to report on the expiration of his or her leave of absence; or absence of work for any reason for a period in excess of nine (9) months or the employees length of service whichever is less.
- D. The employee fails to return from a layoff within three (3) days after receipt of a certified letter and/or notification from the Employer offering reinstatement, unless otherwise agreed to by the parties. A copy of the letter shall also be sent by the Employer to the local office of the Union at 1319 Locust Street, Philadelphia, PA 19107;
- E. Layoffs in excess of nine (9) months or the employee's length of service whichever is less.

### **ARTICLE VIII - LAYOFFS**

**Section 1.** Whenever a layoff becomes necessary in a department and job classification such layoff shall be effected in the following order:

- A. Probationary, temporary or casual employees in the affected department and classification shall be laid off first, without regard to their individual periods of employment
- B. Non-Probationary part-time employees in the affected department and classification shall be laid off next in order of their bargaining unit seniority, the least senior laid off first

**Section 2.** In the event of a layoff of any employee, the employee may use his or her bargaining unit seniority to bump the least senior employee in another classification provided the senior employee has the immediate skill, ability and qualifications to do the work. The senior employee shall be required to work the same hours and shift as the bumped employee. The bumped employee shall have the opportunity to bump a less senior employee in a different job title if qualified for that title, with no further bumping.

**Section 3.** Upon recall, employees shall be recalled in reverse order of the layoff.

**Section 4.** Any employee on layoff who refuses a recall to a position within his/her classification or to a position that said employee is otherwise able to perform shall be deemed to have terminated his/her employment. Any employee who accepts employment in a position in another department, said employee shall be entitled to transfer to his/or original position when an opening in the same becomes available.

**Section 5.** If it is necessary due to changes in resident census to reduce the number of employees scheduled to work on a particular shift, employees will be asked from senior to least senior if they are willing to take a vacation day or personal day. In the event there are insufficient volunteers, the least senior employee(s) on a non-rotating basis will be chosen for layoff. The employer will make every effort to offer employees, who lost a shift due to resident census fluctuation, another shift during that work week. Agency, pool and temporary Employees must be sent home first.

#### **Section 6. Promotions**

- A. Where a promotion vacancy in a bargaining unit job occurs, the Employer shall promote the

most qualified applicant who meets the qualifications of the job with most bargaining unit seniority.

- B. An employee who is transferred to weekend program shall serve the same probationary period on the new job as a "new hire". If he or she is removed from the new job during the probationary period and is permitted to return to his or her former job (unless related to disciplinary reasons), he or she shall be returned to his or her former job without loss of seniority or other benefits, except that if he or she is discharged, his or her rights shall be subject to the Grievance Article in this Agreement unless the employee is still subject to the probationary period.

**Section 7. Super-Seniority for Union Delegates:** All delegates of the Union under this Agreement shall head the bargaining unit, departmental and classification seniority lists for the duration of their terms of office. At the expiration of their terms of office, or removal or resignation they shall return to their regular seniority standing. Such super-seniority rights shall apply only in cases of layoff and recall.

**Section 8. Posting of Vacancies:** All Job Vacancies, to include the shifts, will be posted for bid for a period five (5) working days excluding holidays.

#### ARTICLE IX-WAGES AND MINIMUMS

Employees in the bargaining unit shall have their wage rates adjusted as follows:

9/1/18 - 2.0% increase

9/1/19 - 2.0% increase

9/1/20 - 2.0% increase

#### ARTICLE X- HOURS OF WORK – OVERTIME- SHIFTS

**Section 1.** "Full-time" for the purposes of this Agreement is defined as an Employee who works thirty-six (36) hours per week up to but not to exceed forty (40) hours per week.

The regular work week for full-time employees consists of working eight and one-half (8.5) hours per day with an unpaid thirty (30) minute meal break each day. The work week shall consist of no more than forty (40) hours per week. Employees shall receive two (2) days off in each calendar week, except in the event of overtime.

**Section 2.** The regular work week for full-time employees working twelve (12) hour shifts shall consist of at least thirty-six (36) hours per week exclusive of an unpaid thirty (3) minute meal break period each day. The Employer reserves the right to cancel twelve (12) hour shifts program at any time it deems necessary.

**Section 3.** Part-time employee is defined as any person who is regularly scheduled to work twenty-two and one half (22.5) or more hours per week but less than thirty-six (36) hours per week, provided they shall be required to pay dues if they are regularly scheduled to work at least two (2) days per week.

**Section 4.** In the event that the Employer wishes to permanently change an employees' starting time, the Employer shall notify the employee in writing of such change two (2) weeks in advance. In the event that the employer wishes to temporarily change an employee's starting time, due to some emergency or other

condition beyond the Employers control, no advance written notice is necessary, but the Employer Will attempt to notify the employee as far in advance as possible. This provision shall not apply to probationary employees.

**Section 5.** An employee who reports for work at the start of his or her regularly assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of two (2) hours pay at the regular hourly rate of pay, or the employee may be assigned other work to do that he or she can perform at his or her applicable rate of pay. This provisions shall not apply when failure to provide work is due to an Act of God or other conditions or cause beyond the control of the Employer.

**Section 6.** When a vacancy occurs within twenty-four hours of the scheduled shift and overtime is required, the Employer will utilize PRN employees and/or seek volunteers on the shift prior to the vacancy and/or volunteers from a list of Employees that have signed up for the overtime work. Part-time Employees not going into overtime status will be given first opportunity to sign up for available hours. This list is to be posted daily for volunteers to work overtime, if needed. If no PRN Employees or volunteers are secured, overtime will be mandated. When overtime is mandated, Employees on the shift prior to the vacancy will be requested to fill the vacancy in inverse seniority on a rotating basis.

**Section 7.** The Employer shall retain the sole and exclusive right to determine work schedules

**Section 8.** All employees covered in this Agreement shall receive time and one-half (1-1/2) their regular rate of pay for all hours actually worked in excess of forty (40) hours in any work week. Shift differentials shall be included in the computation for overtime compensation.

**Section 9.** Overtime hours or other premium pay under this Agreement shall not be pyramided.

**Section 10.** Only actual hours worked shall be counted as time worked in the computation of overtime. Paid Time Off (PTO) does not count as time worked for calculation overtime.

**Section 11.** No employee shall be permitted or warranted without valid reason to refuse to work overtime on any day when the necessity for working such overtime arises as long as reasonable.

**Section 12.** Upon approval of the department director of his/her designee, employees will be permitted to exchange shifts with another employee. Employee's requesting such a switch must provide at least five (5) days written notice and must arrange for a switch to occur within the pay period. Requests which would result in overtime to either or both of the requesting employees will be denied. Employees will only be permitted to exchange shifts within their classification, will be expected to comply with their agreement to work. The failure of employees to comply with an agreed upon shift exchange and employees otherwise abusing the provisions in the Section shall be subject to discipline.

**Section 13. Shifts.** Shifts shall be identified in accordance with the following:

- A. Day Shift includes all shifts regularly schedule to commence between 7 a.m. and 3:30 p.m. exclusively
- B. Second Shift includes all shifts regularly scheduled to commence between 3:00 p.m. and 11:30 p.m. exclusively
- C. Third Shift includes all shifts regularly scheduled to commence between 11:00 p.m. and

7:30 a.m. exclusively

Shift Differentials to be paid to Former employees:

7a.m. to 3:30 p.m. - NONE

3:00 p.m. to 11:30 p.m. - \$1.00/hour

11:00 p.m. to 7:30 p.m. - \$1.50/hour

**To be eligible for shift differential pay employee must work all hours of their scheduled shift.**

**Section 14.** Any employee who works all scheduled hours on the Weekend Program (Saturday and Sunday Twelve (12) hours each day) shall be paid an extra four dollars (\$4.00) per hour in addition to his or her regular straight time rate. An employee who is scheduled to work each of these days but (without advance permission) is more than thirty (30) minutes late, leaves more than thirty (30) minutes early or is absent will not receive the weekend differential for any hours worked during that weekend. Employees who are late less than thirty (30) minutes or leave early but not more than thirty (30) minutes will not receive their weekend differential for the day the employee is late/leaves early.

#### **ARTICLE XI - PERSONAL TIME OFF AND HOLIDAYS**

**Section 1.** Regular Full Time and Part Time employees are eligible for Paid Time Off per the table below: Note LPN's start at Tier 1.

<b>Tiers</b>	<b>Years of Service</b>	<b>PTO</b>	<b>Rate of Accrual</b>
1	0-2 years	11 days	3.38hrs/80hrs worked
2 - LPN start here	2-5 years	15 days	4.60hrs/80hrs worked
3	6-10 years	19 days	5.85hrs/80hrs worked
4	11 to 20 years	24 days	7.38hrs/80hrs worked
5	21+ years	27 days	8.31hrs/80hrs worked

**Section 2.** PTO leave shall be granted at such times as are determine by the Employer. Employees shall select their vacation on a seniority basis during the period established by the Employer. Once vacations are scheduled and approved, any further vacation requests shall be considered on a first come first serve basis without regard to seniority. The number of employees on vacation at any one-time is at the discretion of the Employer.

**Section 3.** PTO shall be scheduled and taken in increments of one (1) day or more.

**Section 4.** Employees may carry over up to a max of forty (40) hours of PTO to the following year.

**Section 5.** PTO is paid out at fifty percent (50%) of the earned balance with a written fourteen (14) day notice of resignation.

**Section 6.** PTO is not paid out if the employee is terminated for cause or they do not give proper notice of resignation as per #5 above.

**Section 7.** Per Diem and Weekend Program employees are not eligible for PTO

**Section 8.** Part Time employees who work twenty-two and one-half (22.5) hours per week accrue PTO based on half of the above schedule.

**Section 9.** PTO pay for hourly employees is based upon each employee's straight time hourly rate of pay up to eighty (80) hours, exclusive of any differentials, premiums, overtime, bonuses or holidays.

**Section 10.** PTO will be vested and available on January 4, 2019 and each following year on January 4th.

### **HOLIDAYS:**

**Section 1.** Regular full-time employees shall be granted six (6) paid holidays each calendar year:

- A. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- B. If you DO NOT work the holiday you will be paid eight (8) hours of holiday pay at your base rate.
- C. If you WORK the holiday you will be paid your regular rate of pay plus eight (8) hours of holiday pay at your base rate.

**Section 2.** Part Time employees will be paid time and one-half (1 and ½) of base rate for all holidays hours worked.

**Section 3.** Employees must work their Scheduled Entire Shift the day before and after the holiday to be eligible for the holiday benefit pay.

**Section 4.** Employees must complete their probationary period to be eligible for the holiday benefit.

**Section 5.** For the purposes of this Agreement, holiday time shall be the same as the pay week. No employee shall be paid for the eight (8) hour holiday more than once in a twenty-four (24) hour period even if the employee works multiple shifts in that period.

## **ARTICLE XII - PAID LEAVE**

Employees, after the expiration of their probationary period, shall be entitled to paid leave as follows:

### **Section 1. Bereavement Leave:**

- A. Full Time employee is eligible for up to three (3) scheduled working days off including the date of the funeral in the event of the death of a parent, spouse, child, brother, sister, stepfather, stepmother, grandchild, grandparent and one (1) day off for the death of the

employees father-in-law, mother-in-law, son and/or daughter-in-law.

- B. Time paid shall not be counted as hours worked for purposes of determining overtime pay.
- C. No employee will be excused with pay for death in the family when the death occurs during the employee's vacation, sick leave or personal leave.
- D. Employees must notify the Human Resources Representative on or before January 1 of each year of the names and addresses of said step-parents and step-children.

## **Section 2. Jury Duty:**

- A. A regular employee called to serve on jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employees regular pay to a maximum of seven (7) days per year and the compensation such employee receives for jury duty. An employee excused from jury service shall report to work at the beginning of the next regularly scheduled shift.
- B. An employee on jury duty shall be considered the same as being at work.
- C. The employee will present proof of service by a jury duty notice of summons and the amount of pay received for such services.
- D. When an employee receives notice he/she is to report for jury duty, he/she shall notify his/her supervisor immediately. If employee willfully neglects to notify the Employer of said jury summons, the employee will be subject to disciplinary action. During the week or weeks that an employee is on jury duty his or her schedule shall be altered so that he or she will be off on Saturday and Sunday and posted as "Jury Duty" Monday through Friday. When the employee is excused from jury services, he shall report to work at the beginning of his/her next regularly schedule shift in the following week. if however, the employee is on jury duty for less than one week, he or she shall notify his or her supervisor so that the schedule changes can be made to protect the employee from working less than a forty (40) hour week for regular full time employees or thirty-six (36) hours a week for twelve (12) hour employees (this excludes the weekend program).

## **ARTICLE XIII - UNPAID LEAVE**

**Section 1.** The Employer may at its sole discretion and without precedent requiring the granting of the same or similar leave to any other employee in the future, grant to employees an unpaid leave of absence for such periods, for such reasons and under such conditions as the Employer may deem appropriate. In order to have such request considered, employees shall be required to submit the same together with the reasons and any documentation in writing to their Department Head or designee who shall submit the same to the Employer for consideration. In order to be considered at all, employees shall be required to have exhausted all their earned PTO.

**Section 2.** Where such a leave is granted, the Employee's benefits shall terminate when legally permitted and the employee shall not accumulate any PTO, seniority, or any other entitlement during said period.

**Section 3. FMLA Leave.** The Employer shall comply with the Family and Medical Leave Act ("FMLA").

**Section 4. Military Leave.** Leaves of absence for the performance of duty with the United States Armed Forces or with a Reserve component shall be granted in accordance with applicable law.

**Section 5. Other Leaves of Absence.** The Employer may, in its sole discretion, grant unpaid leaves for other reasons not to exceed a maximum of six (6) months.

**Section 6.** Employees must provide at least forty-eight (48) hours' notice of a return from any approved leave of absence.

#### **ARTICLE XIV- PAST PRACTICES**

The Employer does not assume any other benefits, past practices or terms of employment, that is not written in this Agreement unless reduced to writing, agreed upon by both the Employer and the Union and dually executed by the Employer and Union.

#### **ARTICLE XV - HEALTH INSURANCE**

After ninety (90) days of employment, full-time Employees covered by this Agreement and who are regularly scheduled to work at least thirty (30) hours per week are eligible for Health Insurance under the terms of the Employer's Plan. The Employer reserves the right to determine Employee levels of Contribution, modify or change the Plan at any time. Employer will issue thirty (30) days' notice to the Union of its intention to do such.

Any changes or modification are not subject to prior agreement, negotiation, grievance and/or the arbitration procedure.

All Bargaining Unit Employees shall receive the same benefits as Non-Bargaining Unit Employees.

#### **ARTICLE XVI - MANAGEMENT RIGHTS**

**Section 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 of the Employers facility; 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 the employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to schedule and change work, work hours, overtime, days, shifts or weeks; control and regulate the use of facilities, supplies, equipment and other property of the Employer; to determine the assignment of work, the qualifications required and the size and composition of the work force, to make or change Employer rules, regulations, policies and practices, including drug and alcohol testing with reasonable suspicion; and otherwise generally to manage its facilities, attain and maintain full operating efficiency and optimum resident care and to direct the work force. The Employer has the right to subcontract work as well as to determine the number, location and operation of divisions, departments and all other units of the Employer except as expressly modified or restricted by a specific provision of this

Agreement.

**Section 2.** 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 facility; standards of service and care; budget; utilization for new technology, equipment or methods, organization, 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 operations 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 operations of its facilities. The above Management Rights are by way of example, but not way of limitation.

**Section 3. Resident Care.** The Union, on behalf of the employees, recognizes that the primary obligation of the Employer is to insure the well-being, 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 towards these objectives.

**Section 4. Subcontracting.** Bargaining Unit work may be subcontracted to outside third parties as needed and when deemed necessary by the Employer. If subcontracting or a reduction of hours 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 XVII - NO STRIKE, LOCKOUT AND WORK STOPPAGE**

**Section 1.** Employees shall not engage in any strike, sympathy strike, slow-down, sit-down, sit-in, cessation, work stoppage, picketing or interruption of work, boycott or other interference or activities which interrupt or tend to interrupt the full performance of work without regard to the cause therefore. Neither the employees, the Union, its Officer's agents, representatives and members of the Union, shall directly or indirectly, authorize, assist, encourage, condone, ratify, lend support or in any way participate in, or sanction any strike, sympathy strike, slow-down, sit-down, sit-in, cessation, stoppage, picketing, ratify, condone or lend support to any interruption of work, boycott or other interference or activities which interrupt or tend to interrupt the full performance of work with the operations of the Employer.

**Section 2.** The Employer agrees not to engage in any lockout of employees during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

~~**Section 3.** Employees participating in any strike, slow-down, sit-down, sit-in cessation, work stoppage, picketing or any other activity that interferes or interrupts the flow of work as set forth in Section 1 of this Article shall be subject to discharge.~~

**Section 4.** Additional Procedure: In the event of a violation of this Article - NO STRIKES, LOCKOUTS AND WORK STOPPAGE and in addition to any other remedy, the Employer may file a grievance regarding such violation by notice thereof to the Union and to the American Arbitration Association which shall within



four (4) hours upon receipt of the grievance appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twelve (12) hours of his appointment upon telegraphic notice to Employer and the Union and shall have jurisdiction to issue a cease and desist order with respect to such violations and such other relieve as he may deem appropriate to terminate such violations of this Article

-NOSTRIKES,LOCOUTSANDWORKSTOPPAGES Etc.Noopinionshallberequired,butonlyawritten award and order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, applicator or petition of Employer. This procedure shall be applicable in the event of a violation of anything written in this Article.

**Section 5.** In addition to any other liability, remedy, or right provided by applicable law or statute, should any violation of this Article Section 1 occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- A. Publically disavow such action by theemployee(s);
- B. Advise the Employer in writing that such action by Employee(s) has not been called or sanctioned by the Union;
- C. Notify the Employee(s) of its disapproval of such and instruct such employees to cease such action and return to work immediately
- D. Post notices at Union bulletin boards advising that it disapproves ofsuch actions, and instructing Employees to return to work immediately and cease from engaging in any such further activity.

#### **ARTICLE XVIII - GRIEVANCE PROCEDURE**

**Section 1. Procedure.** Should any grievance arise as to the interpretation of or alleged violation of this Agreement or sympathy strike, the employer affected or the Union shall process the grievance in accordance with the following procedure:

STEP 1- Within five (5) business days (except as provided in Article XVIII) an employee having a grievance and/or his or her Union delegate or other representative shall take it up with his or her immediate supervisor in an attempt to effect a satisfactory settlement. The supervisor shall file its answer to the employee and/or his/her Union delegate or their representative within five (5) business days after presentation of this grievance inSTEP 1.

STEP 2 - If the grievance is not settled in Step 1, the grievance shall be reduced to writing and signed by the grievant and the Union and referred to the Department Head or his/her authorized representative within five (5) business days after the answer in STEP 1. A grievance presented in STEP 2 shall be answered by the Department Head or his/her authorized representative in wiring within five (5) business days after its presentation.

STEP 3 - If the grievance is not settled in STEP 2, grievant and the Union will submit to the grievance to Executive Director/Facility Administer or their authorized representative, within five (5) business days after the answer in STEP 2 may be presented at STEP 3. He or She or his or her designee shall render a decision in writing within five (5) business days after the presentation of the grievance in this STEP. If no satisfactory

settlement is reached the grievance may be appealed to arbitration by the Union upon written notice to Employer and the American Arbitration Association by registered mail within thirty (30) days of the answer by the Executive Director. The arbitration shall proceed in accordance with the current rules of the American Arbitration Association.

**Section 2, Effect of Failure to Appeal.** Any grievance shall be considered as settled on the basis of the last answer of Employer if it is not appealed to the next step or to arbitration with the time limitations set forth herein. Time is of the essence.

**Section 3. Effect of Settlement.** The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between Employer and the Union, shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.

**Section 4. Computing Time Limitations.** Saturdays, Sundays, and Holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of this Agreement.

**Section 5. Discharge.** An employee who has been discharged shall bypass Steps One (1) and Two (2) of the Grievance Procedure and file his/her grievance directly with the Executive Director/Facility Administrator or their authorized representative within five (5) business days of the discharge. The grievance shall then be processed in accordance with Step three (3) of the Grievance Procedure.

- A. An employee who is suspended or discharged shall have the right if he/she desires to have a Union Delegate represent him/her.
- B. The Union will be notified by the Employer in writing within seventy-two (72) hours excluding weekends and holidays.

**Section 6.** A grievance that affects a substantial number or class of employees and which the Employer representative designated in Step One (1) or Step Two (2) lacks the authority to settle may initially be presented at Step Three (3) by the Union representative.

## **ARTICLE XIX - ARBITRATION**

**Section 1.** Demands for arbitration shall be submitted by either party to the Philadelphia Office of the American Arbitration Association under the Association's Voluntary Arbitration Rules. The Arbitrator will make his findings and render his decision to resolve the grievance. The Arbitrator shall not have the authority to add to, modify, vary, change or remove any terms of this Agreement or determine that any provisions of this Agreement establishes an implied limitation upon the Employer which is not specifically set forth. The Arbitrator shall confine himself to the precise issue and remedy as defined in the grievance and shall have no authority to determine any other issue not so submitted to him. The Arbitrator shall not have the authority to hear or resolve a grievance which was not timely processed under the terms of this Article. The decision of the Arbitrator shall be final and binding upon the Employer, Union and employees covered by this Agreement.

**Section 2. Expenses.** The expenses of the Arbitration and the Arbitrator's fee shall be borne equally by the parties.

**Section 3. Retroactivity.** Awards or settlement of grievances shall in no event be made retroactive beyond the date in which the grievance was first presented in Step One of the Grievance Procedure. All claims for back wages shall be limited to the amount agreed to by the Employer and the Union or ordered by the Arbitrator, as the case may be, less any unemployment compensation and other compensation that the aggrieved employee(s) may have received from any source during the period for which back pay is claimed.

**Section 4.** Individual grievances may not be consolidated or combined without the written consent of the Employer which must be obtained prior to the submission of the grievance to arbitration.

**Section 5. Class Grievances.** A grievance which affects a majority of the bargaining unit may initially be presented at Step Two.

#### **ARTICLE XX - SEPARABILITY**

In the event any of the Terms and Provisions of this Agreement shall be found invalid or declared unenforceable by reason of any federal or state statute, or federal or state directive, rule or regulation, now in effect or hereinafter to become effective, or by reason of the decision of any court having jurisdiction, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof unless the other terms or provisions are directly affected by the section declared invalid or unenforceable.

#### **ARTICLE XXI - MISCELLANEOUS**

**Section 1.** Employees shall be required to maintain their current address on file at the home office. All notices to employees will be considered to have been sent properly if they are sent to the last address of record.

**Section 2. Registered Nurse Utilization.** The Employer may utilize RN's to care for post-acute patients in up to forty beds. The Employer agrees that any LPN displaced due to this utilization will be offered a position in another unit. The Employer agrees to meet with the Union upon request semi-annually to evaluate the impact of this change on the Five Star Rating System. If the Employer violates this provision, the Union shall notify the Employer and the Employer shall have three (3) days excluding Saturday, Sunday and holidays to cure the issue.

**Section 3. Minor Infractions.** All minor infractions on an Employees record shall be cleared after twenty-four (24) months, provided that the said period shall be free of any other infractions. A minor infraction is defined as a violation of a nursing home rule or policy that results in an oral warning or written warning without the imposition of any disciplinary suspension or other time off. Suspensions are not considered a Minor Infraction and shall remain in the employees file.

**Section 4. Uniforms.** Employees must wear scrubs to work.

**Section 5. Bargaining Unit Work.** Supervisors shall not do work normally performed by bargaining unit Employees except for the purpose of instruction, training supervision, filling in for absenteeism, emergencies or where the normal duties of supervisors overlap the duties of Employees. An emergency is defined as any suddenly-arising situation necessitating immediate action by the supervisor to maintain the safety or health,

to prevent damage to equipment, facilities, property and/or materials and to aid in correcting or repairing malfunctions.

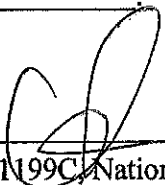
**ARTICLE XXII - 401(k)**

Employees shall be eligible to participate in the Employers 401(k) program under the same terms and conditions of non-bargaining unit employees at this facility.

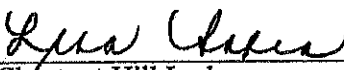
**ARTICLE XXIII - EFFECTIVE DATES AND DURATION**

This Agreement shall be in full force and effect for the period commencing March 29, 2018 and shall continue thereafter from year to year unless either party notifies the other via certified mail at least sixty (60) days before January 2, 2021 or January 2 of any subsequent year when applicable of its desire to modify or terminate this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement, this \_\_\_\_\_ day of

  
\_\_\_\_\_  
District N 99C National Union of Hospital and Healthcare Employees,  
Health AFSCME, AFL CIO

6/3/2020  
Date

  
\_\_\_\_\_  
Chestnut Hill Lodge

5/7/2020