

COLLECTIVE BARGAINING AGREEMENT

By and Between

HEALTHCARE SERVICES AT RENAISSANCE HEALTHCARE AND REHABILITATION LLC
and

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

July 1, 2019 – June 30th, 2022



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AGREEMENT

This AGREEMENT made and entered into this 1st day of July, 2019 by and between Health Care Services Group at Renaissance Healthcare and Rehabilitation Center LLP, 4712 Chester Avenue, Philadelphia, PA 19143 (hereinafter referred to as "Employer") and District 1199C National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO (hereinafter referred to as "Union").

WITNESSETH

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

WHEREAS, it is the intent of the parties to set forth their agreement covering rates of pay hours of work, and conditions of employment.

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

ARTICLE 1: RECOGNITION OF THE UNION

1.1 Recognition of Bargaining Unit

The Employer recognizes the Union as the sole exclusive representative of all the employees in the following bargaining unit:

- a) INCLUDING: All full-time and regular part-time housekeeping and laundry employees, employed by the employer at its facility located at 4712 Chester Avenue, Philadelphia, Pa. 19143, as certified by NLRB case# 04 RC 113121.
- b) EXCLUDING: Guards, supervisors as defined in the Act, casual employees as defined in Section 9.3 of this Agreement, and all other employees.

1.2 Designation of Bargaining Unit Jobs

It shall not be the policy of the Employer to establish jobs or job titles for the purpose of excluding such employees from the unit identified in Section 1.1.

1.3 "Employee" defined

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 Section 1.1.

ARTICLE 2: RESIDENT CARE CONCERN/STAFFING

2.1 Obligation to Render Resident Care

Along with management, the Union recognizes the obligations of its members to render good resident care with warmth and compassion as to transmit to the resident a sense of security and dignity. The Union offers its full cooperation in fostering these resident care values.

2.2 **Staffing Levels**

- a) It shall be the policy of the Employer to maintain staffing consistent with high standards of resident care and employer agrees to comply with all staffing requirements established by the State. In nursing units, staff to resident ratios shall be determined based on census, acuity, shift and specializations of different units. Staffing ratios and acuity systems shall take worker and resident health and safety into account.
- b) All staff considered in establishing resident care ratios shall be replaced in the event of call offs. A staff member on temporary restricted duty who is unable to assist fully in resident transfers shall not be considered full-bodied in establishing resident care ratios. Management shall make reasonable efforts to see that personal care staff are not reassigned within the facility after the first two (2) hours of their shift and are not reassigned more than twice during any one shift. Management shall make reasonable efforts to maintain staffing ratios that provide for equal distribution of work and reasonable workloads based upon resident needs, current occupancy rate and worker health and safety.

2.3 **Orientation/In-service Training**

The Employer shall provide in-service training, which will include instruction in resident care and emergency procedures, infection control, residents' rights and privileges and employees' rights, privileges, and responsibilities. Included in in-service training will be all other subject matter required or recommended by the Commonwealth of Pennsylvania. All newly hired CNAs shall receive a minimum of one (1) week of orientation to the facility and clinical training during which she/he shall not be given sole resident care responsibilities unless necessary due to an emergency.

2.4 **No Retaliation**

No employee shall be disciplined, discharged or otherwise singled out for any action reasonably taken on behalf of their residents, including, but not limited to the reporting of violations of OBRA, violations of resident rights, public health violations, and violations of disability rights laws, complaints about resident abuse or complaints about any other irregularities affecting the care of residents.

ARTICLE 3: NONDISCRIMINATION

3.1 **Union Status and Other Prohibited Discrimination**

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation, disability, or other status protected by law.

3.2 **Gender References**

The use of the male or female gender noun or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications regardless of sex.

3.3 **Reasonable Accommodation for Disabled Employees**

The employer shall provide reasonable accommodation for disabled employees in accordance with the law. If such accommodation conflicts with the Collective Bargaining Agreement, the Employer and the Union shall meet to discuss the accommodation and shall grant waivers to the Contract to meet the bona fide needs of the disabled employee.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.1 The Union recognizes that, except as otherwise expressly limited in this Agreement, it is the exclusive function of the Employer to maintain order, efficiency and to generally operate the Facility and its resident care; to hire, direct, classify, temporarily reassign, schedule, transfer, evaluate, promote, and lay off employees and also to suspend, discipline, or discharge employees for just cause; to make and alter reasonable rules and regulations to be observed by employees; to determine the classifications, size and duties of the workforce; to determine work methods, standards, materials and equipment, to determine staffing patterns and shifts, to assign and allocate work within and between departments; to reorganize, discontinue or enlarge any departments or portions thereof and to otherwise generally carry out all other ordinary and customary functions of management except as modified by this agreement. The Union undertakes for itself, its agents, representatives, and members to cooperate fully with the Employer in the exercise of these management rights.

ARTICLE 5: UNION SECURITY

5.1 **Union Membership**

- a) All Employees on the active payrolls as of the effective date of this Agreement, who are members of the Union, will maintain their membership in the union in good standing as a condition of continued employment. All regular, 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 thirty (30) days after the effective date of this agreement.
- b) All employees, hired after the effective date of this agreement will become members of the Union no later than the ninetieth (90th) day following the beginning of such employment and will thereafter maintain their membership in the Union in good standing as a condition of continued employment.
- c) For the purpose of this Article, an Employee will be considered a member of the Union in good standing if he/she tenders the periodic dues and initiation fee uniformly required as a condition of continued employment.
- d) **Failure to Maintain Union Membership.** Except as provided herein, and employee who fails to join the Union, maintain Union membership or pay a representation fee shall, within twenty (20) calendar days following receipt of a written demand from the Union to the Employer requesting discharge, be discharged if during such a period the required dues, initiation fees and/or representation fees have not been tendered.

- e) **Indemnification.** It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of implementation of the provisions of this Article other than specifically provided herein, 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 or provisions of information made by the Employer hereunder. Once funds are remitted to the Union as provided herein, there disposition thereafter will be the sole and exclusive responsibility of the Union.

ARTICLE 6: CHECK OFF

6.1 Deduction of Dues, Initiation Fee

Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit A, the Employer, pursuant to such authorization, will deduct from the employee's paycheck(s), and remit to the union, regular monthly dues as fixed by the Union. Such dues deduction shall start no earlier than the first pay period beginning after the employee's completion of his/her probationary period. The initiation fee will be paid in two (2) consecutive monthly installments, beginning the month following the employee's 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 deductions from the employee's pay, upon thirty (30) days' written notice from the union.

6.2 Employee Obligation

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

6.3 Insufficient Wages

The employer shall not be obliged to make dues deductions of any kind from any employee who, for the pay period in which the dues were to be deducted, did not receive wages equal to dues deduction.

6.4 Monthly Remittal

Each month the Employer shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with a list of all employees for whom dues and/or initiation fees were deducted. Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, or as may be designated by the Union in writing.

6.5 Quarterly Report of Employee Information

The Employer agrees to furnish District 1199C National Union of Hospital and Health Care Union, AFSCME, AFL-C/O 1319 Locust Street Philadelphia, PA, 19107, in writing, at the Union's main office, with a quarterly report with the names of newly-hired employees, including all temporary employees or those who have had a change in employment status. Employer shall provide employee's names, addresses, phone numbers, classifications of work, dates of hire, and names of terminated employees together with their dates of termination.

6.6 **Political Action Fund**

The Employer agrees to make a voluntary payroll deduction monthly from an employee's pay for the District 1199C Political Action Fund upon voluntary written authorization by any employee covered under this Agreement. The Employer will remit the same by separate check, including a report with the employee's name and amount dedicated to District 1199C Political Action Fund, to 1319 Locust St Philadelphia, PA 19107. The employee's authorization shall be in the form annexed hereto as Exhibit B.

ARTICLE 7: UNION ACTIVITIES

7.1 **Union Delegates**

The Employer recognizes the right and the authority of the Union to designate three (3) individuals as delegates consistent with the Union's District By-Laws. The Union agrees to furnish the Employer with a written list of the delegates so designated and with any change in the list of the delegates that may be made from time to time. The Union may assign to delegates any duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. There shall be nonworking delegates.

7.2 **Delegate Duties; Training Leave**

- a) 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 privileges not shared by other employees. However, Union delegates shall be scheduled off with pay such that they will have the opportunity to attend Union training and education, provided that the delegate gives thirty (30) days' notice to the Employer and that such leave does not exceed three (3) days in the aggregate in any one (1) year period. Executive Board members, if any, shall be scheduled off from work for additional unpaid days for official meeting, subject to proper notice and the business needs of the facility. Delegates attending Union functions beyond the three paid days per year shall be assisted by the Employer in switching schedules to avoid any loss of pay. Delegates receiving paid leave shall be paid at their straight time hourly rate.
- b) Delegates elected to negotiate a Collective Bargaining Agreement with Employer shall not suffer loss of pay because of serving on the Bargaining Committee.

7.3 **Union Access**

An official representative of the Union will be permitted reasonable access to the facility to ascertain that the provisions of this Agreement are being observed. The Union representative shall confer with employees in non-work, non-resident care areas, normally employee break areas. It is understood that, at a mutually agreeable time and with prior notice, the Union representative may have access to resident care and other work areas to review specific situations that may be violations of the Collective Bargaining Agreement. The Union will furnish the name of the Union's authorized representative.

7.4 **Union Bulletin Board**

The Employer shall provide one (1) bulletin board for the exclusive use of the Union, placed in the employee's lunchroom.

7.5 **Union Orientation**

The Employer shall set aside one (1) hour during new employee orientation for a Union delegate to meet with new employees in the bargaining unit. Employees shall be paid for such time.

ARTICLE 8: PROBATIONARY PERIOD

- 8.1 Newly hired employees shall be considered probationary employees for the first sixty (60) days of employment. During an employee's probationary period, he may be disciplined or discharged by the Employer with or without cause. Such discipline or discharge will not be considered a breach of this contract or provide grounds for a grievance. An employee's seniority rights shall begin after the completion of this probationary period and be retroactive to the date of hire.

ARTICLE 9: CATEGORY OF EMPLOYEES

9.1 **Full-Time Employee Defined**

A full-time employee is one who is regularly scheduled to work seventy-five (75) hours in a two-week pay period.

9.2 **Part-Time Employee Defined, Reassignment to Full-Time Employment**

A regular part-time employee is one who is regularly scheduled to work fewer than seventy-five (75) hours in a two-week pay period. If a part-time employee works an average of seventy-five (75) hours or more per pay period for four (4) consecutive pay periods, the position in question shall be reclassified as full-time and posted in accordance with Sections 11.2 and 11.3 of this Agreement. The foregoing shall not apply if the work is temporary (i.e., vacation and/or absence coverage, or the regular part-time employee is replacing a full-time employee on approved and/or extended leave.)

9.3 **Casual Employee Defined**

A casual employee is one who has no regular schedule of hours of work but works intermittently as required.

ARTICLE 10: SENIORITY

10.1 **Bargaining Unit Seniority**

Bargaining unit seniority shall be defined as the employee's length of continuous service with the Employer in the bargaining unit, commencing with the date on which the employee began to work after last being hired.

10.2 **Classification Seniority**

Classification seniority shall be defined as the length of time an employee has worked in a classification within a department. An employee's classification seniority shall accrue during the period he continuously works in a classification. In the event an employee is regularly

assigned to, and works in, more than one classification, the employee will accrue seniority in both classifications.

10.3 **Seniority Rights**

An employee's seniority rights shall commence after the completion of his probationary period and shall be retroactive to the date of hire.

10.4 **Seniority Accrual During**

An employee shall accrue seniority whole on layoff, an unpaid leave of absence, or a Worker's Compensation leave of absence.

10.5 **Loss of Seniority**

An employee shall lose seniority and shall be broken for any of the following reasons:

- a) If the employee voluntarily resigns;
- b) If the employee is discharged for just cause;
- c) If the employee fails to report to work after a layoff within seven (7) days after receipt of written notice sent by the Employer pursuant to Section 12.4;
- d) If the employee is absent for a period of two (2) consecutive working days without notifying the Employer unless a reasonable explanation to the Employer of both the absence and failure to notify is given;
- e) If the employee fails to report to work at the expiration of a leave of absence pursuant to this Agreement;
- f) If an employee accepts employment during an approved leave of absence; or
- g) One (1) year after the date of any lay-off, provided the employee has not been recalled.

10.6 **Seniority Loss Due To Employment Outside The Bargaining Unit**

In the event an employee is offered another job by the Employer outside the bargaining unit and the employee accepts such a job and leaves the bargaining unit, the employee shall lose all his seniority rights under this Agreement.

10.7 **Seniority List**

The Employer will post an updated bargaining unit seniority list on the Union bulletin board every three (3) months. A copy of such list shall be sent to the Union at the time of posting.

ARTICLE 11: JOB OPENINGS

11.1 **Job Vacancies**

For the purpose of this Article, a vacancy is defined to mean any regular job opening, including a regular part-time job opening, which the Employer intends to fill, which results from the creation of a new job with the Employer, or any regular opening for an existing job created by death, quit, discharge, or a change due to bidding.

11.2 **Job Posting**

Notice of all vacancies and newly created positions within the bargaining unit shall be posted for seven (7) calendar days. Job postings shall indicate the status (full-time or part-time), the shift, number of hours and effective date. Any employee desiring to bid on a posted vacancy shall make application in accordance with the notice posted and sign the posting, including the date, within the time stated above. New employees may be hired for a posted vacancy if there are no bidders meeting the requirements. In the event an employee is on paid time off at the time of the job posting and the position has not been filled, the employee may submit the bid upon returning to work.

11.3 **Job Bidding**

Of those employees making application, the employee with the most classification seniority in the classification affected shall be given preference to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved.

11.4 **Temporary Job Openings**

- a) Full-time temporary openings expected to last thirty (30) days or more shall be posted and awarded to the most senior part-time employee who makes application, based upon classification seniority, and provided the employee meets the necessary qualifications. During the first eight (8) weeks the employee fills the temporary opening, he will be entitled to full-time paid time off, sick leave, and holiday benefits. If the temporary position continues past eight (8) weeks, the employee will be eligible for full-time benefits provided the employee qualifies pursuant to the terms of those programs and plans.
- b) Employees granted temporary positions in accordance with this Section shall return to their former position (shift and unit) at the end of the temporary assignment. Any temporary opening that becomes a regular opening shall be reposted and filled in accordance with sections 11.2 and 11.3 of this Agreement.

11.5 **Employee's Return To Former Position**

If the Employer or employee determines within thirty (30) calendar days after the date the vacancy is filled that the reassignment is not working out satisfactorily, the employee will be returned to his former shift and classification, with no loss of classification seniority.

11.6 **Temporary Employment or Transfer**

While a vacancy is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make transfers or hire such temporary employees as may be necessary to will the job.

11.7 **Job Descriptions**

The Employer will maintain job descriptions for all classifications covered by this Agreement. Job descriptions will be made available to new employees. Additionally, they will be made available to a Union representative and interested employees whenever they are changed or modified.

11.8 **Creation of New or Modified Positions**

The Employer shall notify the Union at least ten (10) working days prior to the implementation of any newly created job in the bargaining unit or changed to current job descriptions. The Union reserves the right to bargain with the Employer the rate of pay for any newly created or revised job in the bargaining unit. In the event the parties cannot be reach an agreement on a rate of pay, such unresolved matters may be submitted to arbitration.

ARTICLE 12: LAYOFF AND RECALL

12.1 **Notification of Layoff**

In the event the Employer finds it necessary and desires to reduce its staff by laying off employees, it shall notify the Union one (1) full pay period in advance of the effective date of the layoff and shall inform the Union of the names and classification of the employees who are to be laid off, as well as the effective date of the layoff. In the event of an act of God or a layoff affecting only probationary employees, the Employer shall inform the Union of the layoff as soon as it is practical. Final paychecks shall include all PTO earned and one week's severance pay paid at straight time hourly rates.

12.2 **Layoff Procedure**

Whenever a layoff becomes necessary in a job classification and shift, such layoff shall be affected in the following order:

- a) Probationary and temporary employees shall be laid off first, without regard to their individual periods of employment.
- b) Non probationary part-time employees on the shift shall be laid off next in order of their bargaining unit seniority, the least senior laid off first.
- c) Non probationary full-time employees on the shift shall be laid off next in order of their bargaining unit seniority, the least senior laid off first.
- d) Any employees who are laid off shall have the first option for any casual employment

12.3 **Bumping Rights**

- a) In the event of a layoff of any employee, the senior employee has the right to bump the least senior employee in the same classification. If no least senior employee exists in the same classification, then the least senior employee in another classification may be bumped, provided the employee with the bumping rights has the skill, ability, and qualifications to perform the job.
- b) If, after considering the above order of layoff, a senior employee elects not to work a schedule or in a classification occupied by a less senior or probationary employee, the less senior or probationary employee will remain while the more senior employee is laid off.

12.4 Recall

When vacancies occur and employees are on layoff, the following procedure shall be followed:

- a) Whenever a vacancy occurs in a classification from which an employee has been laid off less than one (1) year, the Employer shall contact the most senior employee on layoff in that classification, by sending one certified letter to the employee's last known address, with a copy to the Union. If the employee fails to contact the Employer within five (5) days after the letter is sent, the employee loses his/her right to recall.
- b) If a vacancy occurs in a classification where no employee in that classification is eligible to be recalled, then the Employer shall endeavor to contact the employee on layoff who has the most bargaining unit seniority, providing the most senior employee is capable of satisfactorily performing the vacant job. The Employer shall send one certified letter to the laid off employee's last known address, with a copy to the Union. If the employee refuses the recall, the employee loses his/her right to recall until the next vacancy occurs in his/her classification.
- c) Whenever an employee on layoff is passed over for recall whether because of inability to contact him, refusal on the employee's part to take the vacancy, or lack of qualification, the Employer shall contact the next most senior employee in the same manner as the first employee sought to be contacted.
- d) Pending the employee's return from layoff during the above recall procedure, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job temporarily.

ARTICLE 13: HOURS OF WORK AND OVERTIME

13.1 Scheduling

The Employer will post the work schedule two (2) weeks in advance. Once the schedule is posted, it may not be changed except with the mutual agreement of the parties. However, employees may exchange days off with other employees in the same classification provided no overtime results and the employees give advance notice to the Employer. Employees wishing other special scheduling considerations shall make such requests, in writing, at least two (2) weeks prior to the schedule posting. All hours worked on a given shift shall be consecutive except for contractual breaks.

13.2 Meals And Rest Periods

All employees shall be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods shall be provided whenever an employee is required to work (7) or more hours in a day. Each employee shall be entitled to one thirty (30) minute unpaid meal period. Breaks and mealtime shall be scheduled so that resident floors will not be left unattended. It is the responsibility of the employee to take breaks and mealtime as scheduled by the Employer. However, management will make every reasonable effort to assure breaks and mealtime shall be scheduled as close as possible to the middle of the shift and the middle of each period before and after mealtime.

13.3 **Overtime Pay**

Employees shall receive one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. All overtime must be authorized in advance by an employee's immediate supervisor.

13.4 **Extra Work List**

Full-time and part-time employees, wishing to work extra time, shall make such request known to the Employer by placing their name on an "extra work list" which shall be maintained by the Employer for twelve (12) months. As extra work time arises, Employees with the most classification seniority will be offered extra work on a rotating basis so long as the hours are not eligible for overtime pay. The most senior part-time employees on the work list shall be offered the work by classification seniority will be offered extra work on a rotating basis so long as the hours are not eligible for overtime pay. The most senior part-time employees on the work list shall be offered the work by classification seniority, on a rotating basis. Any employee wishing to have his name removed from the work list shall request such removal in writing.

13.5 **Mandatory Overtime**

There shall be no mandatory overtime except in cases of extreme emergencies such as snowstorms, fires, etc. All available overtime shall be offered to employees in the appropriate job classification using a rotational system to equalize such overtime opportunities.

13.6 **In-Service Training**

Any employee required by the Employer to spend time in, participate in, or attend training or educational programs which are held at times other than during the employee's regularly scheduled work period shall be compensated for such time. All mandatory meetings called by the Employer shall be considered as time worked and paid at the appropriate rate. The employer shall make a good faith effort to schedule mandatory meetings as near as practical to the employee's regular shift of work. In the event an employee is called in to attend a mandatory meeting, the employee shall be paid a minimum of one (1) hour's pay at the applicable rate of pay.

13.7 **Weekend Scheduling**

The Employer will make reasonable effort to ensure that all employees have every other weekend off as a minimum. Employees who on the date of ratification receive every weekend off shall continue to receive every weekend off during the term of this Agreement Employees may elect to work a weekend schedule.

ARTICLE 14: WAGES; SUPPLEMENTAL PAYMENTS

Effective July 1, 2019 the wages of all Employees covered by this collective bargaining Agreement who have completed his/her probationary period shall then receive the following wage increases:

July 1, 2019	2%
July 1, 2020	1.5%
July 1, 2021	2%

In addition, the following terms apply during the term of this Agreement:

Effective July 1, 2019 starting rates for Housekeepers shall be \$10.00 per hour. All newly hired employees who are hired as a Floor Tech shall receive a starting rate of \$11.00 per hour.

- a) No employees shall be hired and paid less than the starting rates:
- b) All wage increases shall be across the board

14.1 **Wages Rates**

The hourly wage rates, wage increases during the term of this Agreement are set forth in schedule A hereto.

14.2 **Shift Differentials**

- a) Housekeeping and Laundry Department bargaining unit employees who work the 3:00-11:00PM shift shall be paid a differential of \$.50 per hour, in addition to their regular wages.
- b) Housekeeping and Laundry Department bargaining unit employees who work the 11:00 PM - 7:00 AM shift shall be paid a differential of \$.50 per hour, in addition to their regular wages.

14.3 **Mentoring Pay**

An employee who serves as a designated "mentor" to other employees shall receive \$1.00/hour for all time spent working in such capacity.

14.4 **Working Outside Classification**

Whenever an employee is assigned to work outside his/her normal classification, he/she shall be paid the higher applicable rate during the period that he/she is so employed.

14.5 **Attendance Bonus**

As a bonus for superior attendance, punctuality, and accurate record keeping, any full-time employee shall be paid a bonus of \$1.00 per hour worked (in addition to the employee's regular pay rate) in any period in which the employee met the following requirements:

- Worked ever scheduled shift;
- Met all time-keeping requirements (e.g., no missing punches);
- Was not late for the start of any shift;
- Did not leave early from any shift; and
- Did not return late from any breaks.

14.6 **Reporting Pay**

An Employee shall be paid at least four (4) hours' pay in the event the employee reports for duty and is requested to leave due to staffing issues.

14.7 **Uniform Allowance**

The Employer will provide annually, all non-probationary employees who are required to wear a uniform an allowance of \$120.00 for full-time employees and \$60.00 for part-time employees. This payment shall be issued each July 1st for the duration of this agreement.

14.8 **Direct Deposit and Credit Union Deductions**

The Employer will make provisions for direct deposit and check-off of wages for credit union deductions. Paychecks will be made available to employees on the second and third shifts the day prior to payday.

14.9 **Paycheck Errors**

The Employer shall correct any paycheck error of greater than twenty (\$20) in value within five (5) working days of receiving notice of such error, provided the error is the fault of the employer.

ARTICLE 15: HOLIDAYS, VACATION, SICK: OTHER ABSENCES

15.1 Employees who are employed by Employer or who successfully complete their probationary periods after the effective date of this Agreement shall receive holidays, holiday pay and accrue and be permitted to use in accordance with Schedule B.

15.2 **Doctor's Certification for Absence**

At the Employer's discretion, employees may be required to submit a doctor's certificate satisfactory to the Employer for unplanned absences of three (3) or more days due to illness or in the case of any patterned absence.

15.3 **On the Job Injury**

If an employee is injured during the course of the workday and reports the injury to the Employer, the Employer agrees to pay the employee at the employee's straight time hourly rate for time lost from work while receiving treatment in a clinic or in a hospital if required. If, on the orders of a physician, an employee is kept in the hospital or sent home, said employee shall be paid for the balance of the workday at his straight time hourly rate of pay.

15.4 **Sick Leave**

Sick leave shall be earned by regular full-time employees at the rate of one (1) day per month up to a maximum of nine (9) days per calendar year. Part-time employees shall receive pro-rata sick leave benefits.

15.5 **Vacations**

Eligible employees shall be entitled to accrue vacations each year as follows:

1 year of service	1 week's pay
2 years of service	2 week's pay
5 years of service	3 week's pay
10 years of service	4 week's pay

15.6 Part-time employees shall receive pro-rata vacation benefits.

15.7 An employee may carry over any unused vacation to the following year provided the total accumulated vacation does not exceed two times the employee's annual accrual. Any employee with a better vacation, sick benefit listed above shall retain their better entitlement by being red circled.

15.8 **PTO**

All used and unused PTO shall be posted monthly.

ARTICLE 16: UNPAID LEAVE

16.1 **Eligibility for Unpaid Leave; Worker's Compensation Leave Benefits**

Full-time and part-time employees with at least one (1) year of continuous service shall be eligible for leaves of absence, and all leaves of absence shall be without pay. All leaves of absence shall be requested in writing on a form provided by the Employer, and all leaves granted shall be approved in writing by the administrator for a specific period. An employee shall accrue seniority while he is on an approved leave of absence, but shall not accrue benefits, except as required by law. However, in the event of a leave of absence due to a Worker's Compensation illness/injury, the Employer shall continue to pay the Employer's normal portion of the health and welfare costs for the employee for a period of not more than one (1) year, so long as the employee continues to pay their portion of the costs. Employees on a Worker's Compensation leave of absence shall continue to accrue seniority for the duration of such a leave, which in no event shall extend beyond one year.

16.2 **Requests for Unpaid Leave**

Requests for such time off shall be submitted in writing by the employee at least thirty (30) calendar days prior to the starting date of the leave being requested, except in cases of emergencies. In such emergencies, the employee shall notify the Employer as soon as he becomes aware of the need of a leave of absence.

16.3 **Personal Leave**

Employees may request a leave of absence, in writing, not to exceed six (6) months for a family illness or other personal reason. Such leave is granted at the discretion of the Employer, which will not be unreasonably denied.

16.4 **Union Leave**

A Union leave of absence shall be granted to an employee if the employee is elected or appointed to a fulltime Union position. Such leave of absence shall be limited to a maximum of one (1) year.

16.5 **Medical Leave**

A leave of absence, in increments of up to thirty (30) calendar days, renewable to a maximum total period of twelve (12) months, shall be granted for medical reasons to eligible employees. Written request for a medical leave of absence shall be accompanied by a physician's statement attesting to the need for such leave.

16.6 **Return from Unpaid Leave**

- a) An employee on an authorized leave of absence shall notify the facility Administrator or department head of his intention to return to work at least fourteen (14) calendar days prior to the expiration of the leave or return to work, whichever is earlier. An employee, who does not return at the conclusion of the originally granted leave or any approved extension thereto, will be deemed to have voluntarily quit.
- b) An employee returning from an unpaid leave of absence of twelve (12) or fewer month's duration will be placed in the same classification, same number of working hours, and same shift to which the employee was assigned at the commencement of the leave of absence.
- c) Employees who return from leave must furnish a release from their attending physician verifying their ability to work and fulfill the job duties assigned.

16.7 **Temporary Replacement**

The Employer shall endeavor to find a temporary replacement for an employee who is on a leave of absence.

16.8 **Other Employment During Unpaid Leave**

Accepting employment while on an approved leave of absence (except military) in violation of the terms of the leave shall be considered as an automatic resignation from employment with the Employer.

16.9 **Healthcare Coverage Continuation During Unpaid Leave**

If an employee is on approved leave of absence, the employee may continue his current insurance coverage or COBRA coverage, provided that the employee pays the full monthly cost (or a pro rata share if less than a full month) for insurance premiums in advance, except in the case of a Workers' Compensation related illness or injury pursuant to Section 16.1.

16.10 **Military Leave**

Employees shall be granted military leave in accordance with applicable law.

16.11 **Family and Medical Leave Act**

The Employer agrees to provide eligible employees with all the rights and benefits of the Family Medical Leave Act (FMLA), provided that, if any benefit in this Agreement is greater than that provided by the FMLA, the provisions of this Agreement shall apply.

ARTICLE 17: JURY DUTY

- 17.1 Time off shall be granted to any employee who is called for service on a Municipal, District, or Federal Court jury, or mandated to attend court proceedings. The Employer will pay the difference between the amounts given the employee for serving jury duty and the amounts the employee would have earned at the employee's straight time hourly rate by working the scheduled days, up to a maximum of ten (10) days, subject to appropriate documentation.

ARTICLE 18: TRAINING AND UPGRADING FUND

- 18.1 Healthcare Services agrees to contribute to the District 1199C Training and Upgrading Fund at a cost of two percent (2%) of gross payroll each month for all employees covered by this Agreement.

ARTICLE 19: MISCELLANEOUS

19.1 **Employee Addresses**

All employees must have on file with the Employer their current addresses and a telephone number through which they can be reached. The Employer may rely on the said addresses and telephone numbers in notifying employees as called for pursuant to the terms of the Agreement, and the Employer will not be liable for any damages or pay in the event the Employer cannot contact said employee at the address or telephone number of the employees on file with the Employer.

19.2 **Printing Costs**

The Employer and the Union shall share equally in the cost of the printing this agreement.

19.3 **Correspondence to Union**

Unless otherwise requested in writing from the Union, the Employer will send correspondence to the Union at its office at 1319 Locust Street Philadelphia, PA 19107.

- 19.4 Bernard Dow shall maintain all previously acquired greater benefits throughout the duration of employment at the facility.

ARTICLE 20: DISCIPLINE DRUG TESTING

20.1 **Just Cause**

The Employer has the right to discipline, suspend, or discharge any employee for just cause.

Disciplinary Action

- a) The Employer will notify the Union in writing of any discharge within forty-eight (48) hours, exclusive of Saturday and Sunday, from the time of the discharge or suspension. Any grievance based on the suspension or discharge of an employee, other than an employee in probationary status, may be referred directly to Step 2 of the grievance within ten (10) workdays from the date of the suspension or discharge.
- b) Discipline shall be imposed only within five (5) days from the employer's knowledge of the incident giving rise to discipline. In cases involving allegations of resident abuse or theft, any discipline shall be imposed within five (5) days of the completion of the investigation. All investigations will be conducted in a timely manner.
- c) Employees shall receive copies of all written warning at the time the warning is issued.

20.2 **Disciplinary Meetings**

Any employee who is required to attend a disciplinary interview or investigatory interview that might lead to discipline shall be notified as to the time and nature of the meeting in order to have the opportunity to exercise his right to have a Union representative accompany him.

20.3 **Inspection of Personnel Files; Expungement**

Upon written notice to the Administrator or his/her designee, an employee shall be able to inspect his/her personnel file in accordance with Pennsylvania law. All minor infractions on an employee's record shall be cleared after twelve (12) months, provided that the said period of twelve (12) months 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. It is understood and agreed that attendance/tardiness issues are on a separate disciplinary tract from performance issues.

20.4 **Drug Testing**

The employer may conduct pre-employment, reasonable suspicion, and post-accident drug testing. No post-accident testing may be conducted if the employee presents reasonable evidence that the accident was not the fault of the employee. Reasonable suspicion and post-accident testing may be subject to the grievance and arbitration articles of this agreement.

ARTICLE 21: GRIEVANCE PROCEDURE

21.1 **Grievance Defined; Steps**

A grievance is defined as a dispute between the parties arising under this agreement, or concerning the interpretation, application, performance, termination, or any alleged breach of this agreement, and will be processed and disposed of in the following manner.

- Step 1 Within ten (10) days of the complaint an Employee having a grievance and/or the Union Delegate will take it up with the department head. The employer will give its answer to the Employee and/or the Union delegate of other representative within five (5) working days after the presentation of the grievance in Step 1.
- Step 2 If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they will be reduced to writing, signed by the grievance and his/her Union representative, and presented to the Administrator or his/her designee. A grievance so presented in Step 2 will be answered by the Employer in writing with (5) working days after its presentation.
- Step 3 If the grievance is not settled in Step 2, the grievance may, within (5) working days after the answer in Step 2, be present in Step 3. Grievance will be presented in Step 3 to the Employer's labor relation liaison or his/her designee; that person will render a decision in writing within five (5) working days after its presentation.

Failure on the part of the Employer to answer a grievance at any step will not be deemed acquiescence thereto. In that case, the Union may proceed in the next Step.

A grievance concerning a discharge or suspension may be presented initially in Step 3, within the time limits specified in Step 3.

21.2 **Counting Time**

All time limits herein specified will be deemed to be exclusive of Saturdays, Sundays, and holidays. Time is of the essence in all cases.

21.3 **Class Grievances**

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

21.4 **Union Representation**

Union representation of employees in grievances. The Employer shall recognize the Union delegates as representatives of the Employees.

ARTICLE 22: ARBITRATION

22.1 **Arbitrator**

A grievance, as defined in Article 21 that has not been resolved may, within thirty (30) working days after the completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or by the Union to an Arbitrator selected in accordance with the procedures of the American Arbitration Association (hereinafter called "AAA"). The arbitration will be conducted under the Voluntary Labor Arbitration Rules then prevailing of the AAA, or as may be agreed by the Parties.

22.2 **Arbitration Expenses**

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

22.3 **Arbitrator's Decision Binding**

The Arbitrator will issue a written opinion within thirty (30) days of the close of the hearing. The award of an Arbitrator hereunder will be final, conclusive, and binding upon the Employer, the Union, and the Employees. However, within ten (10) days of the receipt of the Arbitrator's decision, either party may request clarification from the Arbitrator. Such request for clarification shall be made in writing and served on the other party. The Arbitrator shall provide such clarification within fifteen (15) working days of his or her receipt of the request.

22.4 **Limits On Arbitrator's Powers**

The Arbitrator will have jurisdiction only over the disputes arising out of grievances, as defined in the Article 21, and he/she will have no power to add to, subtract, from, or modify the terms of this Agreement.

ARTICLE 23: NO STRIKE- NO LOCKOUT

23.1 The Employer and the Union recognize that because of the community services rendered by the facility and due to the humanitarian reasons, one of the purposes of the Agreement is to guarantee that there will be no strikes, slowdowns, lockouts or work stoppages during the life of this agreement. The Union will not engage in strikes, slowdowns or work stoppages and the Employer will not lock out employees during the term of this Agreement.

ARTICLE 24: SUCCESSORSHIP AND JOB SECURITY

24.1 **Notice To Union Of Sale Or Transfer**

The Employer shall give written notice of the existence of this Agreement to any successor, purchaser, transferee, lessee, or assignee of the Employer's operation covered by this Agreement. The employer further agrees that a copy of said notice shall be sent to the Union. The Employer shall deliver to the Union at its business office written notice that a lease, assignment, transfer or sale of the Employer's operation covered by this Agreement has occurred within forty-eight (48) hours of the conclusion of such an agreement, which shall include the name and business address of the lessee, assignee, transferee or purchaser.

24.2 **Job Security**

Bargaining unit work will not be performed by non-bargaining unit employees for the purpose of eliminating bargaining unit positions.

24.3 **Subcontractors**

It shall be the condition of any subcontract for such work that the subcontractor (a) hire those certified nursing assistants, physical therapy aides, activity aides, central supply clerks, receptionists, housekeeping, laundry or maintenance workers, as applicable, who currently are employed at the facility, (b) recognize the Union, and (c) agree to the terms and conditions of the Collective Bargaining Agreement covering such subcontracted employees.

ARTICLE 25: EFFECT OF LEGISLATION – SERVERABILITY

25.1 **Effect of Law**

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings, or orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provisions shall be superseded by the appropriate provision of such law.

25.2 **Severability**

Should any provision in this Agreement require cancellation or modification as provided above, it is understood that no other provision of this Agreement shall be invalidated or otherwise affected thereby.

25.3 **Entire Agreement**

It is further agreed that all matters deemed by the parties to be proper subjects for collective bargaining between them are included in this Agreement. During the term of this Agreement or any extension thereof, no further, or other matters shall be subject to collective bargaining and neither party shall demand such bargaining, except by mutual consent. The parties warrant and agree that all such matters have been waived.

ARTICLE 26: SAFETY AND HEALTH

27.1 **General Duty**

The Employer agrees to provide a safe and healthful work environment for employees and to maintain high standards of workplace ventilation, sanitation, light and noise levels, equipment

operation and repair, heating and cooling and health and safety in general. No worker shall be discriminated against or disciplined for refusing to work under seriously hazardous conditions.

26.2 **Infection Control**

The Employer shall maintain a program of infectious and communicable disease control that will protect workers and residents from infection. The Employer further agrees to supply training, protective equipment, and vaccine, including hepatitis B vaccine, to workers exposed to potentially infectious diseases. The Employer will comply with all OSHA regulations concerning infections and blood borne disease.

26.3 **Health and Safety Committee**

- a) There shall be a joint Labor/Management Health and Safety Committee with equal numbers of management and union members designated by the Employer and the Union. The purpose of the Committee shall be to identify and investigate health and safety hazards and preventative measures. Additionally, the Committee will monitor all on-going health and safety programs to assure their effectiveness in preventing hazardous working conditions. Investigation and monitoring shall be understood to include necessary worksite inspections. The Committee shall have authority to make recommendations to correct health and safety hazards.
- b) The Committee shall meet at least monthly and at other times upon reasonable request of either side. Each party will submit to the other an agenda of topics to be discussed at least seven (7) days prior to the regularly scheduled meeting.
- c) Time spent by Committee members to attend meetings and conduct Committee business shall be considered working time and shall be paid at the applicable rate.
- d) The Employer shall provide to the Committee, monthly, data containing vital information on all work-related injuries and illnesses.

26.4 **Medical Management/Temporary Restricted Duty**

Reasonable effort shall be made to provide appropriate temporary restricted duty and return to work programs for workers injured on the job without increasing the workload of other personnel. Temporary restricted duty programs shall be specifically tailored to the capacity of each injured worker and approved by the worker's physician.

26.5 **Physical Examinations Required By Employer**

The Employer shall pay the cost, if not covered by the employee's health insurance policy, for any physical examination by a physician that is required by the Employer. This paragraph shall not apply to any doctor's verification of absence or return to work documentation.

ARTICLE 27: LABOR – MANAGEMENT CONFERENCES

- 27.1 Upon two (2) weeks' advance written notice by either party, which includes agenda items to be covered, the parties agree to meet at a mutually acceptable time and place. Said meetings shall be held no more than once a month. Representatives of the Employer and representatives of the Union, including Delegates, shall meet for the purpose of fostering communication, input and problem solving between employees and management. The parties agree that such meetings will

be exclusive of the grievance procedure and grievances shall not be considered at said meetings, Participation the meeting shall be limited to three (3) representatives of the Union and three (3) representatives of the Employer, or such number as may be agreed by the parties. The Union will submit a list of those who want to participate in Labor-Management meetings seven (7) days in advance. If less notice is given, management shall schedule employees to attend if staffing permits. The parties agree to participate in the FMCS Labor/Management Training.

ARTICLE 28: DURATION OF AGREEMENT

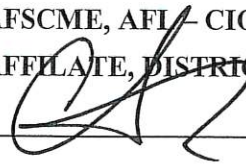
28.1 This Agreement shall become effective upon ratification and shall continue in full force and effect through June 30th, 2022, the Employer and the Union agree to enter into joint discussions regarding renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement. In the event the parties reach impasse, the parties shall waive the no strike/ no lockout provisions of Article 23.

**HEALTHCARE SERVICES AT
RENAISSANCE HEALTHCARE AND
REHABILITATION CENTER, LLC.**

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

4-7-21

Scott T. McKinley



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

DATE: _____ TO: _____

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

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

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

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

Social Security Number _____

Clock Number _____

Department _____

Signature _____

Address _____

EXHIBIT B: POLITICAL ACTION CHECK-OFF

Political Action -- Protection for your future

DISTRICT 1199C POLITICAL ACTION FUND PLEDGE

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ per yr. Social Security No. _____

Signature _____ Date _____

Register and Vote!

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

Date _____

To: _____
(Name of Center)

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

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____

EXHIBIT C: DUES CHECK-OFF

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

DO NOT WRITE IN ABOVE SPACE—FOR OFFICE USE ONLY

National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO
 1319 Locust Street, Philadelphia PA 19107
 APPLICATION FOR MEMBERSHIP

Please Print

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

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

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

Date _____, 20____

To: _____ (the Center)
 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 Healthcare Employees, AFSCME, AFL-CIO and become due to it, as my membership dues and/or obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

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

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said collective agreement between the CENTER and the UNION, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the CENTER and the UNION, which shall be shorter, unless written notice is given by me to the CENTER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the CENTER and the UNION, which occurs sooner.

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

Print Name _____ Soc. Sec. No. _____

SCHEDULE B: HOLIDAYS

1. Employees who have completed their probationary period shall be entitled to the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day
Norman Rayford Day	Martin Luther King's Birthday
Three (3) Personal Days	

- A. In the event an employee is required to work on any of the above holidays (except personal days) he/she shall be paid time and one-half (1 ½) for all hours worked on the holiday, and shall in addition, receive an additional day off at his regular rate of pay within thirty (30) days of the holiday or an extra day's pay at the same rate in lieu thereof, as determined by the Employer. The Employer will take into consideration the employee's expressed preference.
- B. Eligibility for holiday pay. To be eligible for holiday pay (time and one-half) and/or the holiday bonus, an employee must have worked the full last scheduled workday before and the full first scheduled workday after the holiday, except in the case of an illness of an employee, spouse, or child, or accident preventing the employee from working as evidenced by written certification of a physician or other acceptable proof if requested by the Employer. An employee who, without excuse fails to report for work on the holiday when scheduled to do so, or who fails to work the full last scheduled workday before and the full first scheduled workday after the holiday, shall not receive holiday pay or the holiday bonus.
- C. If one of the holidays named above falls on an employee's regularly scheduled days off or vacation the employee shall receive a day off at his regular rate of pay within (30) thirty days of the holiday or an additional day's pay at the same rate in lieu thereof, as determined by the employer. The employer will take into consideration the employee's expressed preference.
- D. The employer will distribute holidays off on an equitable basis by seniority.
2. (a) ***Benefit Time Maximum Accumulation.*** The maximum amount of Benefit time that may be accumulated by an employee is the amount the employee would be eligible to accrue in one year.
- (b) ***Benefit Time Carry-Over.*** An employee who has made reasonable efforts to schedule Benefit time but has been unable to use his/her benefit time due to the Employer's inability to schedule such time off shall be permitted to carry-over a number of benefit time hours, equal to the benefit time the employee attempted to schedule, in addition to the maximum accrual stated above, for a period not to exceed six (6) months.

3. Paid time off may be taken in weekly, daily, or hourly intervals so long as prior department approval is secured. Requests for paid time off should be made, in writing, as early as possible and generally no less than 30 days in advance. A determination regarding the grant or denial of a request for paid time off shall be based upon operational needs of the department and subject to the management approval. Vacation requests shall be considered in the order they are received. In the event requests are received at the same time, they shall be considered in order of the employee's seniority.
4. Other benefit time, if available, may be used if an employee is sent home by the Employer due to lack of work, if an employee leaves work early or is unable to report to work due to bonafide illness, or for other bonafide emergency.
5. **Benefit Time payout at termination.** An employee who terminates employment with less than six (6) months' service is not entitled to be paid for unused benefit fund. An employee with more than six (6) months' service who terminates employment shall be paid his/her unused vacation time. However, any employee discharged for just cause or job abandonment shall not be entitled to be paid for unused benefit time.
6. Personal days shall be taken at a mutually agreeable time and shall be requested at least seven (7) days in advance. Once scheduled these days shall not be canceled by the employer or employee without mutual consent.

