

COLLECTIVE BARGAINING AGREEMENT

by and between

BALA NURSING AND RETIREMENT CENTER

and

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

April 6, 2010 to April 5, 2015

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AGREEMENT

THIS AGREEMENT made and entered into this 6th day of April 2010, by and between BALA NURSING & RETIREMENT CENTER, 4001 Ford Road, Philadelphia, PA 19131 (hereinafter called the "Employer") and its successors and assigns and the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, AND ITS AFFILIATE DISTRICT 1199C (hereinafter called the "Union"), with its offices at 9-25 Alling Street, 4th Floor, Newark, NJ 07102, acting herein on behalf of the Employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

WITNESSETH:

WHEREAS, the Employer is furnishing an essential public service vital to the health, welfare, safety, and comfort of the community; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement promote and improve the care and comfort of the patients and residents of the Bala Nursing and Retirement Center, to avoid interruptions and mutually and peacefully resolve all disputes and differences between the parties, and to set forth herein their Agreement covering rates of pay, hours of work, and conditions of employment;

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

ARTICLE I: RECOGNITION

Section 1.

(a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all the Employees in the following bargaining unit: all full-time and regular part-time non-professional Employees employed by Ford Road Limited Partnership d/b/a Bala Nursing and Retirement Center ("Bala") who regularly work fifteen (15) or more hours in the work week, all full-time and regular part-time LGPNs working seven and one-half (7 1/2) hours per week or pool LGPNs working an average of eight (8) hours per biweekly pay period on a

quarterly basis and housekeeping and laundry Employees at Bala's 4001 Ford Road, Philadelphia, Pennsylvania facility who regularly work fifteen (15) or more hours in the work week; and

(b) Excluded from the aforesaid bargaining unit are all professional Employees and department heads, registered nurses, guards and supervisors as defined in the Act; and

(c) A temporary Employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended up to an additional three (3) months, or for the length of maternity leave of the Employee being replaced, with the consent of the Union, which shall not be unreasonably withheld; however such Employee shall become a member of the Union after the expiration of the initial three (3) month period.

Section 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 I, Section 1 hereof.

Section 3.

At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to such Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles II and III of this Agreement.

Section 4.

All part time Employees who have worked for an average of the regular full time work week for any consecutive four (4) months shall become full time, except as provided under Section 1(c) above (i.e., temporary Employee).

ARTICLE II: UNION SECURITY

Section 1.

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

Section 2.

All Employees on the active payroll as of the effective date of this Agreement, who are not members of the Union, shall become members of the Union within thirty (30) days after the effective date of this Agreement, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3.

All Employees hired after the effective date of this Agreement shall become members of the Union after completion of the probationary period and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 4.

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

Section 5.

An Employee who has failed to maintain membership in the Union 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/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

Section 6.

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

ARTICLE III: CHECK-OFF

Section 1.

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

Section 2.

Upon thirty (30) days written notice from the Union, the Employer agrees to remit said dues and initiation fees to the Philadelphia office of the Union, as designated in said notice.

Section 3.

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

Section 4.

The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during the pay period in which dues are deducted, shall have failed to have received sufficient wages to equal the dues deduction.

Section 5.

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 from whom dues and/or initiation fees have been deducted.

Section 6.

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

Section 7.

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

Section 8.

The Employer agrees to make a payroll deduction once each month from an Employee's pay for the District 1199C Political Action Fund. Said Authorization shall be in the form annexed hereto as Appendix "D." This deduction shall be made once per month for those Employees in the bargaining unit authorizing the deduction. The Employer shall remit the lump sum of all deductions to District 1199C by separate check.

Section 9.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an

Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV: NO DISCRIMINATION

Section 1.

The parties agree not to discriminate against or in favor of any Employee on account of race, color, creed, national origin, political or religious belief, sex, sexual preference, age or veteran status. Neither the Union nor the Employer shall discriminate against any disabled Employee provided such disability does not interfere with the performance of work responsibilities or duties. It shall not be a violation of this Agreement for the Employer to make accommodations which it deems are necessary under the American with Disabilities Act, even if such accommodations conflict with other provisions of this Agreement.

Section 2.

This Agreement is gender neutral, and all male pronouns appearing are understood to include the female pronoun.

ARTICLE V: MANAGEMENT RIGHTS

Section 1.

The management of the facility and the direction of the working force are vested exclusively with the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the right, among others, to hire, direct and schedule the working force; to plan, direct and control its operations; to determine the number of shifts; to determine the number of hours per day or per week operations shall be carried on in each department; to promote, transfer, assign, recall, layoff or otherwise relieve Employees from duty for lack of work or for other legitimate reasons; to discharge or otherwise discipline any Employee for just cause; to discontinue, reorganize, change, enlarge, reduce or combine any unit, department or branch of its operations with any consequent reduction or other changes in the

working force; to introduce any changes in methods of operation which may necessitate or produce a change in job duties or a reduction in personnel in any department; to promulgate rules and regulations; to introduce new or improved methods of operation or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a manner inconsistent with the terms of this Agreement.

Section 2.

The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE VI: HIRING

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

Section 1.

The Employer may utilize the Union's Employment Service for the recruitment and referral of qualified personnel for nursing home bargaining unit job vacancies and training positions.

Section 2.

The Employer may notify the Union's Employment Service of all bargaining unit job and training position vacancies and may afford the Service forty-eight (48) hours from the time of notification to refer an applicant for the vacancy before hiring from any other source.

Section 3.

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

Section 4.

Notwithstanding the foregoing, the Employer retains the right to hire applicants from other sources in the event that the Employment Service does not refer qualified applicants within said forty-eight (48) hour period.

Section 5.

The Employer shall not be required to notify the Employment Service of any job vacancy which must be filled without delay in order to meet an emergency or to safeguard the health, safety or well-being of patients.

Section 6.

The Employer retains the right to pass upon the qualifications of any Employee so referred. The Employer's decision in this respect is absolute and shall not be subject to the Grievance and Arbitration provisions of this Agreement. If a referred applicant is rejected, the Employer need not go back to the Employment Service to fill the position.

ARTICLE VII: PROBATIONARY EMPLOYEES

Section 1.

Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for sickness and other leaves of absence.

Section 2.

During or at the end of the probationary period, the Employer may suspend, demote, discipline or discharge any such Employee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 3.

Except as expressly stated in this Agreement, probationary Employees shall not be entitled to any of the benefits provided in this Agreement.

ARTICLE VIII: SCHEDULING AND PAYROLL

Section 1.

The time schedules for all departments will serve as the official registers of the appropriate hours to be worked by Employees. Work schedules shall be posted a minimum of fourteen (14) days prior to the start of the work period. Employees will be assigned working hours on an equitable basis and in accordance with considerations determined at the time of hiring. It is the Employee's responsibility to review the schedule for his/her department. Requests for special scheduling arrangements must be made to the appropriate department head at least two (2) weeks before each schedule is posted. Requests for such special arrangements shall not be unreasonably denied.

Section 2.

Regular full-time Employees shall work on the shift, shifts, or shift arrangements for which they were hired. This should not be construed as restricting voluntary acceptance of work or a shift change necessitated by an emergency. Whenever the Employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working, and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, the Employee shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees.

Section 3.

Employees may trade days off provided they do so within the same work week and provided it does not cost the Employer any additional money as overtime. The change request must be in writing and submitted to the supervisor or designee for his/her approval prior to the change. Both Employees must sign a request before the change will be considered. Employees who have agreed to such a trade but do not report to work pursuant to the trade shall be prohibited from trading for a period of sixty (60) days.

Section 4.

Weekend scheduling starts at 7:00 a.m. on Saturday, and ends at 7:00 a.m. on Monday.

Section 5.

An Employee shall receive a paid break period of fifteen (15) minutes in the first four (4) hours of a shift lasting at least four (4) hours and a second paid break period of fifteen (15) minutes within the subsequent four (4) or three and one-half (3 1/2) hours of a shift lasting seven and one-half (7 1/2) or eight (8) hours. An unpaid lunch of one-half (1/2) hour shall be required during the course of the shift. Employees are to be relieved of all duties during the unpaid meal period and such time shall not be considered as hours worked. Employees not fully relieved of all duties during an unpaid meal period shall notify their Supervisor or Unit Manger immediately. In the absence of such notice the parties agree and acknowledge that employees are not expected or required to work and are to be relieved from duty and have no right to any compensation.

Section 6.

The pay period for Bala Employees is eighty (80) hours in a two-week period for LGPNs and seventy-five (75) hours in a two (2) week period for all other Employees. Each pay period commences at 11:00 p.m. on Thursday and ends at 10:59 p.m. two Thursdays later. All time worked in excess of eight (8) hours in one day or forty (40) hours in a work week shall be paid at the rate of one and one half (1 1/2) times the Employee's regular rate whether or not the Employee is scheduled to work a five (5) day, seven and one-half (7 1/2) hour schedule (thirty-seven and one-half (37 1/2) hours a week) or a five (5) day, eight (8) hour schedule (forty (40) hours a week). Overtime shall be worked only with the prior approval of the department head or supervisor.

Section 7.

The work week for regular full-time Employees shall be defined as not less than forty (40) hours for LGPNs and not less than thirty-seven and one-half (37 1/2) hours for all

other Employees; however, nothing in this Agreement shall be construed as a guaranteed work day or work week.

Section 8.

There shall be no pyramiding of overtime.

Section 9.

(a) Full-time Employees of Bala are those who are regularly scheduled to work a minimum of forty (40) hours per week or eighty (80) hours in a two-week pay period in the LGPN classification and a minimum of thirty-seven and one-half (37 1/2) hours in all other classifications. All other Bala Employees shall be deemed to be part-time. LGPNs working sixty-four (64) hours a pay period shall be deemed as full time and anything less than sixty-four (64) hours shall be deemed as part-time; and

(b) Notwithstanding the foregoing, LGPNs shall be deemed to be full-time if they are regularly scheduled to work a minimum of sixty-four (64) hours in a two week pay period. All other LGPNs shall be deemed to be part-time. The Employer reserves the right, with four (4) weeks notice and after conferring with the Union, to change this definition to a minimum of eighty (80) hours in a two week pay period.

(c) The current practice of scheduling LGPNs to work twelve (12) hour shifts during weekends shall be eliminated effective April 6, 2011. Within ninety (90) days preceding that date, all LGPNs who are scheduled to work one or more twelve (12) hour shifts shall be required to provide to the Director of Nursing or her designee the number of eight (8) hour shifts that they wish to work after April 6, 2011. That decision shall be binding with regard to the number of shifts to be worked by LGPNs following April 6, 2011.⁷ Bala agrees that any nurse who advises that they no longer wish to remain employed by Bala as a result of this change to weekend schedules and the elimination of the 12 hour shift may elect on or before April 6, 2011 to leave Bala employment and Bala agrees that it will not contest the eligibility for unemployment compensation benefits in such event.

Section 10.

(a) Employees shall receive every other weekend off. Those presently receiving a greater benefit shall maintain that benefit; and

(b) Employees shall not be required to make up weekends not worked due to vacation or a paid bereavement leave.

Section 11.

Employees who are not scheduled for work and who are asked to come in and who report within two (2) hours of the start of the shift for which they are called in, will be paid for the full shift, it being understood that Employees will report to work as soon after being called as possible.

Section 12.

The Employer will assign, on an equitable basis, required pre-scheduled overtime among qualified Employees, whenever possible.

Section 13.

Regular part-time Employees shall be defined as those Employees who are normally scheduled for a minimum of fifteen (15) hours per week but for less than thirty-seven and one-half (37 1/2) hours per week.

Section 14.

Regular part-time Employees covered by this Agreement who are regularly scheduled to work fifteen (15) hours or more per week shall receive fringe benefits on a pro-rata basis.

ARTICLE IX: ABSENTEEISM AND LATENESS

Section 1.

Absentecism and lateness should be for urgent reasons only.

Section 2.

Employees regularly scheduled to work every other weekend (a total of 26 per year) will be expected to work twenty-six (26) weekends per year, with the exception of vacation or paid bereavement leave weekends. Therefore, if such an Employee calls out on a scheduled weekend, he/she will be scheduled for a make-up weekend at the Employer's discretion, after consultation with the Employee. The make-up weekend shall only be scheduled on the same shift that the employee is regularly scheduled to work. The make-up weekend shall be scheduled within thirty (30) days from the date of the call out. If the make-up weekend cannot be scheduled, the Employer and Employee shall attempt to schedule the make-up time during the work week.

ARTICLE X: SENIORITY

Section 1.

Newly hired Employees shall be considered probationary for a period of ninety (90) days from the date of employment, excluding time lost for sickness and other leaves of absence.

Section 2.

(a) Bargaining unit seniority is defined as the length of time an Employee has been continuously employed in any capacity in the facility; and

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

Section 3.

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

(b) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay for a period of up to six (6) months for Employees with more than one (1) year of seniority. Benefits will not be accrued or paid during such a leave, except for payment of earned vacation and sick days; and

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification; and

(d) Temporary Employees, as defined in this Agreement, shall have no seniority during the time they occupy the status of temporary Employees, but should temporary Employees become permanent Employees, then their seniority shall be retroactive to their date of temporary employment.

Section 4.

Seniority and the employment relationship shall cease if any of the following occur:

(a) The Employee quits, resigns, or retires; or

(b) The Employee is discharged for cause; or

(c) The Employee is laid off or unable to work for a period of one (1) year, or a period exceeding the length of the Employee's continuous service, which ever is less, excluding any absence covered by worker's compensation; or

(d) The Employee is absent from work for two (2) consecutive working days without prior notification to the Employer, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period; or

(e) The Employee fails to return to work on the day following the expiration of a vacation, leave of absence, sick leave, or when the reason for a leave ceases to exist, unless the Employee presents an excuse acceptable to the Employer, provided that this provision shall not be construed as authorizing absence for any period; or

(f) The Employee fails to return following a disciplinary suspension, unless the Employee presents an excuse acceptable to the Employer; or

(g) The Employee, when recalled from layoff, fails to inform the Employer of his/her intent to return to work within seven (7) calendar days after the date on which the notice of recall

is received at the Employee's address as shown on the records of the Employer or he/she fails to report to work when scheduled to report by the Employer. Employee notice will be sent by certified mail, a copy of which will be sent to the Union; or

(h) The Employee, while on a leave of absence, takes another job during his/her normal working hours without written permission of the Administrator; or

(i) The Employee falsifies the reason for a leave of absence, whether such leave is paid or unpaid.

Section 5.

Seniority, together with ability, attitude, and attendance record, shall be a consideration when an Employee is involved in promotions. Seniority shall govern when all other considerations are equal.

Section 6. Application

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

(b) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

Section 7. Layoff

(a) In the event of a layoff within a specific job classification, part-time non-Union Employees in a bargaining unit position will be the first to be laid off, then temporary Employees. Probationary Employees shall next be laid off. Non-probationary Employees shall be the next to be laid off on the basis of their classification seniority; and

(b) In the event an Employee is scheduled to be laid off in one department and there exists a vacant position or a less senior Employee in another classification in another department, which the Employee has the ability and qualifications to perform and has held that job classification in the past, then job classification seniority shall prevail in assigning such

Employees scheduled to be laid off to such position. This provision is not intended to circumvent the job posting provision of this Agreement. When an employee fills a vacant position or exercises his/her bumping rights, he/she shall be paid the wage rate of said position. When an Employee exercises such bumping rights, he/she will bump the least senior Employee in that classification.

Section 8.

(a) When the Employer creates a permanent new full-time bargaining unit job or regular part-time bargaining unit position or seeks to fill a permanent vacancy occurring in an existing full-time bargaining unit job or regular part-time bargaining unit position, the Employer agrees to post a notice of such opening for seven (7) consecutive calendar days on a bulletin board in the facility. The Employer's selection of an applicant for such opening shall be based upon a consideration of the following factors among the applicants:

1. Seniority.

2. Ability (including knowledge, skill, aptitude and experience). Seniority shall be controlling where ability (including knowledge, skill, aptitude, and experience) is equal.

(b) An Employee who is promoted shall serve the same probationary period on the job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job at his/her former rate of pay, without loss of seniority or other benefits, excepting that if he/she is discharged his/her rights shall be subject to the grievance and arbitration provisions of this Agreement.

Section 9.

The Employer shall have the right to transfer Employees to another job classification on a temporary basis. An Employee temporarily so assigned to a different classification for the convenience of the Employer will be paid the rate of pay which he/she received in his/her regular classification or the rate of pay of the classification to which he/she is temporarily assigned, whichever is higher.

Section 10.

(a) Whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most bargaining unit seniority will be recalled if he/she has the ability and qualifications to do the work, and if not, the next senior qualified Employee will be recalled, and so on. When an Employee is recalled to a job other than his/her regular job and which he/she is qualified to perform, he/she shall receive the rate for the job which he/she is performing; and

(b) Newly-hired probationary Employees who have been laid off have no recall privileges.

Section 11.

It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together. The groups shall be: nursing, dietary, housekeeping/laundry and maintenance.

Section 12.

A seniority list of Employees will be posted by the Employer in the facility. If any Employee disputes any seniority dates shown on such list, such dispute shall be handled through the grievance procedure, except that the time for presenting any such grievance shall be extended to twenty (20) calendar days after the date on which those dates first appear on a list posted by the Employer. The Employer shall update the seniority list not less frequently than once every six (6) calendar months. The Employer will furnish the Union with a copy of the seniority list and each update thereof, and will furnish a copy, by certified mail, to any Employee who is on an approved leave at the time that the list is posted.

ARTICLE XI: HOLIDAYS

Section 1.

Eligible Employees upon completion of their probationary period shall be entitled to the following paid holidays within each calendar year:

New Year's Day
Dr. Martin Luther King's Birthday
Easter Day or another religious day
Memorial Day
July 4th (Independence Day)
Norman Rayford Day (August 28)
Labor Day
Thanksgiving Day
Christmas Day
Four (4) Personal Days

Section 2.

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

Section 3.

Employees are eligible upon completion of their probationary period for four (4) personal holidays to be taken at a mutually agreeable time. One (1) of the four (4) personal days shall be treated as an emergency day so as not to require advanced contractual notice. Employees must otherwise advise the Employer at least ten (10) working days in advance of the date they wish to take as a personal holiday. Once scheduled, a personal holiday shall not be canceled except in an emergency.

Section 4.

Regular part-time Employees shall receive holiday pay based on sixty percent (60%) of the holiday pay provided to full-time employees for the paid holiday.

Section 5.

An Employee scheduled to work on a holiday who does not report to work on that day shall not receive any holiday pay unless the Employee brings a doctor's note certifying that the Employee was absent due to illness.

Section 6.

For purposes of computing the three shifts of any given holiday, the 11:00 p.m. to 7:00 a.m. shift preceding the 7:00 a.m. to 3:00 p.m. shift on the actual holiday will be deemed to be holiday time.

Section 7.

If the holiday falls on an Employee's day off, the Employee will receive the holiday pay.

Section 8.

An Employee, to be eligible for the paid holidays, must have completed the probationary period.

Section 9.

Employees must work their scheduled day prior to and after the holiday to qualify for holiday pay. An Employee on a paid leave of absence shall be entitled to the holiday pay. Any Employee on unpaid leave of absence shall not be entitled to any holiday pay falling within the unpaid leave of absence.

Section 10.

Employees who work as scheduled on a holiday will be compensated at time and a half (1 1/2) their regular rate of pay and holiday pay based on their full-time or part-time status

for working during the holiday. In lieu of holiday pay, the Employee may instead elect to receive an additional day off at their regular straight-time hourly rate for seven and one-half (7 1/2) hours or eight (8) hours for full-time LGPNs within thirty (30) days of a holiday that has been worked, or twelve (12) hours for those Employees working a twelve (12) hour schedule on one (1) of the holidays designated above or added below until such time as the twelve (12) hour schedule is discontinued effective April 6, 2011.

Section 11.

LGPNs shall be required to work every other holiday, but shall not be required to work both Christmas and New Year's day in the same year (for purposes of this provision the same year refers to the year before the New Year's holiday falls). Under no circumstances, will LGPNs who are regularly scheduled to work on weekends be required to work a holiday that falls during the week and neither shall LGPNs who are regularly scheduled to work during the week be scheduled to work on a weekend. Any failure to work on a scheduled holiday shall result in an obligation to make up on another holiday as determined by the Employer.

ARTICLE XII: VACATIONS

Section 1.

Full-time non-probationary Employees are eligible to take accrued vacation after six (6) months employment. Vacation accrual is based upon completed years of service as follows:

after 1 complete year	---	10 days
after 5 complete years	---	15 days
after 10 complete years	---	20 days

LGPNs on an eighty (80) hour bi-weekly schedule shall be entitled to fifteen (15) days vacation after one (1) complete year and twenty (20) days after five (5) complete years. LGPNs hired after April 5, 2000 on a sixty-four (64) hour bi-weekly schedule shall be entitled to twelve (12) days vacation after one (1) complete year and sixteen (16) days after five (5) complete years, other LGPNs on this sixty-four (64) hour bi-weekly schedule hired

before April 5, 2000 shall continue to receive vacation the same as an eighty (80) hour bi-weekly scheduled LGPN.

Section 2.

The right to schedule an Employee's vacation is reserved by the Employer in order to ensure proper and adequate care for the residents. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer.

Section 3.

No part of an Employee's scheduled vacation may be charged to sick leave. Vacations generally should be taken each anniversary year. However, Employees may carry over up to fifty percent (50%) of their vacation into the next anniversary year. Employees will not be compensated for vacation time not taken. Notwithstanding the foregoing, LGPNs shall be compensated, at their option, for vacation time not taken where the Employer was unable to schedule the LGPN's vacation during the vacation year.

Section 4.

Vacation requests must be submitted, in writing, at least two weeks prior to the posting of the schedule during which the vacation, if granted, would be taken. (Requests for the months of June, July, August and September will be considered and decided by May 1 among all requests received by April 1.) Vacation requests will be granted based upon classification seniority and consistent with the orderly and efficient maintenance of operations.

Section 5.

Vacation pay shall be based upon the Employee's regular rate of pay in effect on the first (1st) day of his/her scheduled vacation.

Section 6.

Requests for vacation time between December 15 and January 7 shall not be granted, with the following exception: one (1) Employee per shift per classification per department shall

be permitted to take vacation during this period. Such vacations shall be granted on a rotating seniority basis.

Section 7.

Employees shall be paid their vacation pay prior to their vacation, provided that they make a written request at least two (2) weeks prior to the end of the last pay period prior to the vacation.

Section 8.

Vacation pay for regular part-time employees shall be based on sixty percent (60%) of the vacation pay provided to full-time employees as on the schedule in Section 1.

Section 9.

If a holiday (as set forth in the Article regarding holidays) occurs during an employee's vacation period, he/she may have his/her vacation period extended an additional day, or he/she may have an additional day scheduled off at the convenience of the Employer and the Employee.

ARTICLE XIII: SICK LEAVE

Section 1.

Sick leave is a benefit that exists to provide for the continuance of income when an Employee is unable to work regularly scheduled hours due to illness, an injury which is not compensable under the Pennsylvania Worker's Compensation law, or an absence covered by medical leave or FMLA.

Section 2.

Sick leave shall be earned by regular full-time Employees at the rate of five-sixths (5/6) day per month of employment after the Employee has completed his/her probationary period to a maximum of ten (10) days per anniversary year. Sick leave shall be cumulative to sixty (60) days. Accrued, but unused sick leave shall not be paid upon an Employee's termination of employment. However, during December of each year, Employees

shall have the right to sell back up to five (5) full days of earned sick time at the rate of one hundred percent (100%) of their then current wage rate for each day sold back. Employees shall not be entitled to sell back partial days of earned sick time.

Section 3.

To be eligible for sick leave under this Article, Employees who are absent must notify the Employer three (3) hours prior to the start of their regularly scheduled shift. Employees who work a shift beginning at 7:00 a.m. must notify the Employer two (2) hours prior to the start of their 7:00 a.m. shift. Failure to do so shall not only disqualify the Employee from receiving sick leave for that day, it also could subject that individual to discipline. Such notification must occur on each day that the Employee is absent, unless there are emergency circumstances that preclude such notification. The Employer may require written certification of a physician or other proof of illness or injury hereunder for those Employees absent more than two (2) consecutive days. Employees who have been on sick leave also may be required to be examined by the Employer's doctor before being permitted to return to duty.

Section 4.

If any Employee has been informed by his/her doctor that he/she is unable to return to work three (3) days or more, said Employee shall not be required to call in every day during such absence, provided (and beginning the day after) the Employee has provided the Employer a written note from his/her healthcare provider setting forth the reason for the Employee's absence and the expected return to work date.

Section 5.

An Employee will be required to exhaust any available sick and vacation leave prior to their using unpaid FMLA leave for the Employee's own medical leave. An employee may elect to retain one (1) week of vacation leave to be used other than for the FMLA leave.

ARTICLE XIV: BEREAVEMENT LEAVE

Section 1.

In the event of the death of an Employee's parent, spouse, child, brother, sister, grandparent, or grandchild, an Employee who has completed his/her probationary period will be allowed up to three (3) regular scheduled days off with pay at his/her regular straight-time rate between date of death and the day after the funeral. The same shall apply for step-parents, step-children, or step-siblings, but shall require upon request, proof of an actual step-relationship in order to be compensated. In the event of the death of an Employee's parent-in-law, brother-in-law or sister-in-law, an Employee who has completed his/her probationary period will be allowed one (1) day off with pay at his/her regular straight-time rate between the date of death and the day after the funeral. An employee may receive an additional two (2) days off without pay for bereavement for in-laws which shall not be treated as an absence.

Section 2.

There shall be no duplication of payment that the Employee may otherwise receive under this Agreement. Proof of death and verification of relationship may be required.

ARTICLE XV: JURY DUTY PAY

An Employee who is called for jury duty shall be paid the difference between the amount of pay received as a juror and the actual straight time earnings lost while that Employee is serving on jury duty, provided that the Employee has advised his/her department head immediately that he/she has been called for jury duty. The Employer reserves the right to request the court to excuse vital Employees from jury service in order to maintain superior levels of resident care.

ARTICLE XVI: UNPAID LEAVE OF ABSENCES

Section 1.

A leave of absence ("LOA") is an approved absence from all scheduled hours. A leave of absence may be granted for reasons of disability, emergency situations, educational purposes,

or other extenuating personal circumstances, or reasons provided under the Family and Medical Leave Act. Leave of absences under this Article are unpaid.

Section 2.

All leave of absences requests must be submitted, in writing, to the appropriate department head at least four weeks in advance of the expected starting date, or as soon thereafter as is possible and must specify the reason for the leave, the requested date of beginning of the leave, and the anticipated date of return from the leave. Exceptions to the four-week requirement will be made in extenuating circumstances. All requests must be approved by the department head in writing.

Section 3.

(a) Short Term LOA: This is for a maximum of thirty (30) days. Seniority and benefits are maintained, and the Employee shall have the right to return to his/her position.

(b) Medical LOA: Such leaves are granted for medical reasons, including disabilities relating to pregnancy or childbirth, for a period up to twelve (12) months. The Employer has the right to verify the reason for the Employee's absence. During this leave, the Employee shall not accrue benefits, but seniority will continue. The Employer will pay for its share of the cost of up to continuation of the Employee's insurance benefits, including health insurance, for **up to** three (3) months; thereafter, however, it is the Employee's responsibility to make such payments if continuation of such coverage is desired. An Employee returning from a medical LOA must prove medical verification that he/she is able to resume full work activities (performing the essential functions of the position). An Employee returning from a medical LOA of six (6) months or less shall return to the position that he/she held prior to beginning that LOA. An Employee returning from a medical LOA in excess of six (6) months may exercise one of the following options: 1) bump a probationary Employee; 2) bump the Employee in his/her job classification who has the least classification seniority in the shift that the Employee worked prior to his/her leave unless the Employee has insufficient seniority to bump, in which case they may bump the junior most employee on another shift; or 3) take any vacant position for which he/she is qualified.

(c) Childrearing LOA: Following the birth or adoption of a child, Employees may apply for a childbearing leave of up to four (4) months. (A leave of absence for the purpose of child rearing that is in excess of four months shall be treated as a long-term LOA.) During this leave, the Employee shall not accrue any benefits. The Employee will, however, accrue seniority and shall have the right to return to the position that he/she held prior to beginning the child rearing leave, unless the Child rearing LOA was preceded by a medical LOA in excess of six (6) months. In the latter situation, the Employee may exercise one of the following options: 1) bump a probationary Employee; 2) bump the Employee in his/her job classification who has the least classification seniority in the shift that the Employee worked prior to his/her leaves; or 3) take any vacant position for which he/she is qualified. The Employer shall not make contributions towards the Employee's insurance benefits, including health insurance, during the term of such a leave, except for those benefits required under the FMLA.

Section 4.

Notwithstanding any other provision of this Agreement, any Employee with seniority rights who leaves the employment of the Employer to enter the military service of the United States shall have all of the rights of reinstatement and seniority, status, and pay provided in the applicable laws of the United States as amended from time to time.

Section 5. Family Medical Leave Act

Employees shall be covered under the Family and Medical Leave Act. If a greater benefit exists under the collective bargaining agreement, that benefit shall be maintained.

Section 6. Union Business

A leave of absence for a period not to exceed three (3) years shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full time position with the Union, provided such leave will not interfere with the operations of the Employer.

ARTICLE XVII: HEALTH INSURANCE

Section 1.

The Employer shall continue to pay one hundred percent (100%) of the cost of Employee-only group health insurance coverage for all regular full-time Employees at the time of this Agreement until the premiums are increased on or about September 2010. Effective with that increase to premiums the Employer share shall be reduced to ninety percent (90%) and the employee shall pay the remaining ten percent (10%) of the monthly premiums. Effective with the change in premiums effective April 6, 2013 the Employer contribution shall be reduced to eighty-five percent (85%) and the employee contribution increased to fifteen percent (15%). Dependent coverage shall be made available at the Employee's expense. Part timers shall receive Health Insurance coverage for themselves on a pro-rata basis, at their option.

Section 2.

The Employer shall offer to those employees who were covered under the Plan as of April 6, 2010, an opportunity to elect to opt-out of medical coverage under the Plan for the remainder of 2010. In order to comply with the tax laws applicable to this election, the Employer shall establish a cafeteria plan at its expense. Only employees who were previously covered who can demonstrate in a form satisfactory to the Employer that they have other coverage available shall be eligible to participate in this Plan. Employees who are presently covered, who waive Employer-provided coverage, shall be eligible to receive seven hundred dollars (\$700.00) for each calendar quarter that coverage has been waived. The Employer shall provide an annual election during each open enrollment period to permit eligible employees the ability to elect to opt-out of medical coverage under the Plan for the upcoming year.

Section 3.

The parties recognize the enormous cost of providing health care coverage and are committed to working toward cost containment. The Union reserves the right to reopen the contract on this use if a more favorable health care package becomes available, after thirty (30) days notice to the Employer. It is expressly understood that this optional reopener does not constitute an exception to the no-strike clause of this agreement.

ARTICLE XVIII: PENSION FUND

Section 1.

(a) The Employer shall contribute monthly to the Pension Fund for Nursing Home and Health Care Employees – Philadelphia and Vicinity a sum of money equal to four percent (4%) of the gross payroll for all employees covered by this Agreement who have completed their probationary period. Such payments by the Employer to the Pension Fund shall be made monthly based upon the previous month's payroll.

(b) Such payments shall be used by the Trustees of the Pensions Fund for the purpose of providing pension and retirement benefits for Employees as the Trustees may from time to time determine.

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

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

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

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

(g) The Employer agrees to make available to the Pension Fund any such records of Employees such as names, classifications, social security numbers, dates of hire, hours of work, accounts of payroll and/or wages paid, and dates of termination or leave which the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund or that may be so required by ERISA in order to determine the eligibility of Employees for Pension Fund benefits and to permit an accountant for the Pensions Fund to audit such records.

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

ARTICLE XIX: TUITION REIMBURSEMENT

Section 1.

Employees who have completed their probationary period and are matriculated in an accredited nursing program shall be entitled to reimbursement of up to Three Thousand Five Hundred Dollars (\$3,500.00) for an LGPN program, and up to Two Thousand Dollars (\$2,000.00) per year for an RN or BSN program, provided they meet the following work requirements:

(a) For Employees enrolled in a full-time nursing program: thirty-two (32) hours biweekly, including two (2) to four (4) weekend shifts per month, as needed, while in school, and sixty-four (64) hours bi-weekly, including two (2) to four (4) weekend shifts per month, as needed, during school breaks; and

(b) For Employees enrolled in a part-time nursing program: sixty-four (64) hours biweekly, including two (2) to four (4) weekend shifts per month, as needed; and

(c) Employees shall be reimbursed up to One Thousand Dollars (\$1,000.00) for successfully receiving a CNA certification.

Section 2.

Courses will be reimbursed within six (6) weeks after formal written notification and verification that the Employee has received a passing grade of C or better.

ARTICLE XX: LICENSURE

Nursing Assistants are required to be registered to the Nurse's Aide Registry. Verification by the facility is required by law. Nursing Assistants are required to attend twelve hours of in-service per year to keep their registry status. Non-compliance will require the facility to report the Nursing Assistant to the Registry, as well as to discharge him/her. Any such discharge shall be deemed to be for just cause.

ARTICLE XXI: DISCIPLINE

Section 1.

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

Section 2.

The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 3 of the grievance procedure.

Section 3.

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

ARTICLE XXII: GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

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

STEP 1--Within ten (10) calendar days after the facts giving rise to the grievance (except as provided in the discharge and suspension section), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immediate supervisor. The Employer shall give its answer to the Employee and/or his/her Union Delegate or 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 shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the department head. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

STEP 3--If a grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this Step to the Employer's Nursing Home Administrator or representative designated by management, or his/her designee; and his or her designee shall render a decision in writing within five (5) working days after the presentation of the grievance in this Step.

Section 2. Discharges and Suspensions

An Employee who has been discharged or suspended shall bypass Steps 1 and 2 and file his/her grievance with the Administrator within five (5) days of the discharge or suspension. In this instance a decision in writing shall be made within fifteen (15) days.

Section 3.

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

Section 4.

The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any step are absolute, and the failure of the Union or the aggrieved Employee to proceed at any step within the time prescribed or in the manner prescribed shall constitute the Union's acceptance of the Employer's position. Failure on the part of the Employer to answer a grievance at any step allows the grievance to proceed to the next step. The time limits and procedure provided in this Article for the presentation and appeal of a grievance at any step may be extended by mutual agreement of the Union and the Employer.

Section 5.

The disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of an arbitrator, by agreement between the Employer and the Union, shall be final and binding upon the Employee, Employees, or persons who are involved or affected thereby.

Section 6.

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

Section 7. Arbitration

A grievance which has not been resolved may, within thirty (30) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section 8.

If the discharge or discipline of any Employee results from conduct relating to a resident, and the resident does not appear at the arbitration hearing, the arbitrator shall not consider the resident's absence to be prejudicial to the Employer's position.

Section 9.

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

Section 10.

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union, and the Employee(s).

Section 11.

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

Section 12.

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 or other compensation that the aggrieved Employees may have received from any source during the period for which back pay is claimed, except a source from which the aggrieved Employee can prove he/she was regularly receiving compensation prior to the time of discharge.

Section 13. Expedited Arbitration Procedure for Discharge Cases

The parties agree that discharge cases may be handled under the expedited arbitration procedures of the American Arbitration Association in accordance with the following rules:

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

1. The Union shall initially notify the Employer's Administrator by telephone that it desires to proceed to arbitration in a particular case. Within forty-eight (48) hours of such notification, the parties shall agree on a hearing date within forty-five (45) calendar days of such notification by the Union.

2. The Union will then confirm in writing to the Employer's Administrator or his/her designee that it is proceeding to submit the discharge case grievance to the American Arbitration Association and will set forth the agreed-upon date.

3. The Union shall notify the American Arbitration Association which shall submit to the parties a list of arbitrators who are available to hear the case on the agreed upon date.

(b) The arbitrator shall issue a written opinion within fifteen (15) days of the close of the hearing.

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

(d) Should the Union not request expedited arbitration in a discharge case which it has referred to arbitration, the Employer shall have the right to have the grievance processed through the expedited arbitration procedure provided herein, so long as it initiates that procedure within fourteen (14) calendar days after it receives notice from the American Arbitration Association that the Union is pursuing the normal (i.e., non-expedited) arbitration procedure.

ARTICLE XXIII: NO STRIKE OR LOCKOUT

Section 1.

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

Section 2.

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

Section 3.

The Union agrees that in the event an unauthorized strike, sympathy strike, or work stoppage of any kind occurs it will immediately notify the Employees involved of the violation of this Article and advise them to return to work immediately. The Union will also promptly notify the Employer of its actions and that the Employees' action is unauthorized. After notification to the Employer by the Union, those members who continue the unauthorized activity may be discharged or otherwise disciplined subject to the grievance and arbitration Articles of this Agreement.

Section 4.

The Employer agrees that it will not lock-out Employees during the term of his/her Agreement.

Section 5.

In the event of a violation of this Article by means of a sympathy strike, and in addition to any other remedy, the Employer may file a grievance regarding such violation by notice thereof to the Union and the American Arbitration Association, which shall, within twelve (12) hours after receipt of the grievance, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours of his/her appointment upon telegraphic notice to the Employer and the Union, and shall have jurisdiction to issue a cease and desist order with respect to such violations and such other relief as he/she may deem appropriate to terminate such violation. No opinion shall be required, but only a written award and an order by the arbitrator. It is agreed that such award and order may be immediately confirmed without notice to any other interested party by any court of competent jurisdiction upon the motion, application, or petition of the Employer. The same procedure shall be applicable in the event of a violation of Section 4 of this Article.

ARTICLE XXIV: UNION ACTIVITY

Section 1.

An authorized representative of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with the Employer, delegates of the Union and/or Employees, and for the purpose of administering this Agreement. Prior to a Union representative entering the Employer's premises, he/she shall have first requested permission from the Administrator or person in charge of his/her visit so that his/her activities do not interfere with patient care or the efficient operation of the facility. The Employer will not unreasonably withhold permission from the Union representative to accomplish the purpose of his/her visit.

Section 2.

A Union delegate who must visit a department other than his/her own for the purpose of investigating a grievance shall be allowed to do so with the prior mutual permission of the department heads involved. Such permission shall not be unreasonably denied.

Section 3.

The Employer shall provide an enclosed bulletin board.

Section 4.

The work schedule of Employees elected as Union delegates shall be adjusted to permit their attendance at delegate assembly meetings provided that the Employer's operation shall not be impaired and provided further that the Union gives the Employer fourteen (14) calendar days advance notice in writing, to the Administrator, of such meeting.

Section 5.

Union delegates shall be granted time off compensated at their regular straight-time hourly rate for up to two (2) days per year to attend Union seminars and other Union functions that require delegate attendance provided the Union gives the Employer at least two (2) weeks advance written notice and further provided that it shall not exceed twelve (12) delegate days per calendar year.

ARTICLE XXV: INSPECTION OF PACKAGES

The Employer reserves the right to inspect all bags, packages, brief cases, etc., entering or leaving the facility. Parcels and packages purchased during the work day must be kept out of the facility or checked in with the receptionist.

ARTICLE XXVI: PERSONNEL FILES

Section 1.

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

- (a) He/she must make an appointment with the Personnel Department; and
- (b) He/she will not be paid for the time spent inspecting his/her file; and

(c) Nothing may be removed from the file; and

(d) Nothing may be written by the Employee or his/her representative or delegate on any papers in the file.

Section 2.

All minor infractions on an Employee's records shall be inactive after nine (9) months, provided that the nine (9) month period shall be free of related infractions.

Section 3.

Any Employee whose job performance or conduct becomes subject to an official evaluation shall have the right to participate in a review of such evaluation. An Employee who disagrees with the evaluation shall have the right to express his/her written opinion of the evaluation and the written opinion will be attached to the evaluation form and placed in his/her personnel file.

ARTICLE XXVII: RESIGNATION

Section 1.

An Employee who resigns shall give the Employer fourteen (14) calendar days written notice.

Section 2.

An Employee who gives written notice of resignation, as provided above, shall be entitled to receive payment for earned vacation time unused on the effective date of the resignation. If notice is not given as provided above, an Employee shall not be entitled to receive payment for earned vacation time unused on the effective date of his/her resignation.

Section 3.

Employees involuntarily terminated shall be entitled to payment for earned vacation time unused on the effective termination date of their termination, unless the termination was for just cause which shall not include a termination for an attendance-related reason.

ARTICLE XXVIII: SAFETY

The Employer will make all reasonable provisions for the safety and health of its Employees in accordance with applicable laws. The Union agrees to cooperate with the Employer in assuring conformance to all established safety regulations.

ARTICLE XXIX: GENERAL PROVISIONS

Section 1.

All payroll errors which are the fault of the Employer and exceed Twenty-Five Dollars (\$25.00) shall be corrected within two (2) working days from the date the Employee notifies the Employer of the error.

Section 2.

Pulling Employees to another floor shall be done based on seniority, with part-time Employees being pulled first if necessary and full-time Employees on a rotating schedule beginning with the least senior Employee. Nothing in this Section shall be construed to prevent the Employer from transferring an Employee, either temporarily or permanently, to another floor for disciplinary reasons.

ARTICLE XXX: MISCELLANEOUS

Section 1. Correct Home Address and Phone Number

It is the obligation of every Employee, including those on layoff, to keep the employer informed in writing of his/her current home address and telephone number. The Employer's obligation in connection with recall shall end with a notice of recall sent by the Employer by

certified mail or by telegram to the Employee's current address as shown on the records of the Employer. A copy of the recall certified letter will be sent to the Union.

Section 2. 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 herein defined as any suddenly arising situation necessitating immediate action by the supervisor to maintain safety or health, to prevent damage to equipment, facilities, property and/or materials, and to aid in correcting or repairing malfunctions.

Section 3. Change of Starting Time

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 fifteen (15) days 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 Employer's 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 4. Reporting Pay

An Employee who reports for work at the start of his/her regular assigned shift without being notified not to report shall, in the event no work is available, be compensated by payment of a total of eight (8) hours pay at the regular hourly rate of pay or they may be assigned other work to do that they can perform at their applicable rate of pay. This provision shall not apply when failure to provide work is due to an Act of God or other condition or causes beyond the control of the Employer.

Section 5. Unclassified Jobs

If the Employer should establish a new position or change the duties of any Employee to such an extent that the Employee's work does not fall within any classification covered by this Agreement and yet involves duties which render the Employee subject to the Agreement, the wage rate of such Employee shall be determined by negotiation between the Union and the Employer. Prior to the negotiation of the wage rate, the Employer shall submit to the Union the description of the new position or change in the duties of the existing position.

Section 6. Uniforms

The Employer shall furnish required uniforms consisting of either a smock or a shirt to Employees classified as dietary or housekeeping.

Section 7. Punch Ins and Punch Outs

Employees are required to punch in and out every shift that they work. Any failure to punch in shall be treated as a lateness and any failure to punch out as a leave early for purposes of progressive discipline. Employees shall not be docked for latenesses or for leaving early in amounts of seven (7) minutes or less. In response to this change with regard to latenesses, or leaving early, any employee who has received discipline with regard to any previous lateness or leaving work early shall have those disciplines removed from their files and not considered with regard to any further discipline either for being late or leaving early.

ARTICLE XXXI: WAGES

Section 1.

The following across-the-board increases shall be applied to the job rates. Each Employee shall receive the across-the-board increase or the job rate, which ever is greater, on the first (1st) full pay period after the dates specified. Below are the rates:

WAGES INCREASES AND HOURLY RATES						
DATES	INCREASE	Housekeeping	Dietary	Receptionist	CNA	1st Cook
04/06/10	.20	10.95	10.95	11.50	12.20	12.53
10/06/10	.20	11.15	11.15	11.70	12.40	12.73
04/06/11	.20	11.35	11.35	11.90	12.60	12.93
10/06/11	.20	11.55	11.55	12.10	12.80	13.13
04/06/12	.20	11.75	11.75	12.30	13.00	13.33
10/06/12	.20	11.95	11.95	12.50	13.20	13.53
04/06/13	.20	12.15	12.15	12.70	13.40	13.73
10/06/13	.20	12.35	12.35	12.90	13.60	13.93
04/06/14	.20	12.55	12.55	13.10	13.80	14.13
10/06/14	.20	12.75	12.75	13.30	14.00	14.33

LGPNS

WAGES INCREASES AND HOURLY RATES			
DATE	INCREASE	LGPN	POOL LGPN
04/06/10	.30	25.30	30.30
10/06/10	.45	25.75	30.75
04/06/11	.30	26.05	31.05
10/06/11	.45	26.50	31.50
04/06/12	.30	26.80	31.80
10/06/12	.45	27.25	32.25
04/06/13	.30	27.55	32.55
10/06/13	.45	28.00	33.00
04/06/14	.30	28.30	33.30
10/06/14	.45	28.75	33.75

Effective April 6, 2010, any Employee who had been paid above base rates shall continue to be paid above base rates in the same amounts.

ARTICLE XXXII: SHIFT DIFFERENTIAL, WEEKEND RATES AND POOL RATES

Section 1.

There shall be a shift differential of Fifty Cents (\$.50) per hour while working on the second (2nd) shift and Ninety Cents (\$.90) per hour while working on the third (3rd) shift for all CNAs hired before April 5, 2000 except that an CNA hired after that date with five (5) or more years of seniority shall become entitled to receive the shift differential and a CNA upon completing five (5) years of service will become eligible upon the completion of the service. Such differential shall not be considered part of the Employee's regular base rate for the purpose of computing any paid leave. e. g., vacation pay, holiday pay, sick leave, bereavement leave, etc.

Section 2.

There shall be a shift differential of One Dollar and Fifty Cents (\$1.50) per hour for LGPNs while working on the second (2nd) and third (3rd) shifts (except pool Employees). Such differential shall not be considered part of the Employee's regular base rate for the purpose of computing any paid leaves, e.g., vacation pay, holiday pay, sick leave, bereavement leave, etc.

Section 3.

LGPNs who work additional hours on a weekend that they were not scheduled to work shall be paid at the pool rate, currently Twenty-Eight Dollars (\$28.00) per hour, regardless of shift.

Section 4. Weekend Differential

LGPNs currently on the payroll shall maintain their existing weekend rates/differential. LGPNs hired after the effective date of the contract shall receive a weekend differential of Three Dollars (\$3.00) per hour. Weekend differentials are in lieu of shift differentials and are not considered part of the Employee's regular base rate for the purpose of computing any paid leaves, e.g., vacation pay, holiday pay, sick leave, bereavement leave, etc.

Section 5. Pool Rates Eligibility

An LGPN who calls out during the pay period shall receive a pool rate only if they worked both two scheduled days before and two scheduled days after the call out during the pay period. An LGPN who fails to meet this requirement for a pool rate shall be paid at the regular LGPN rate.

ARTICLE XXXIII: SEPARABILITY

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

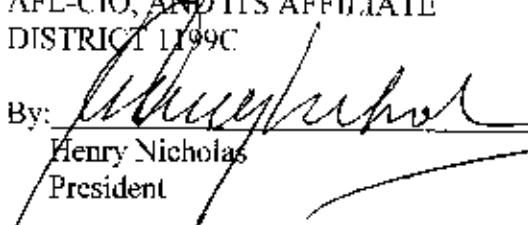
regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXXIV: DURATION, TERM AND RENEWAL

This Agreement shall be effective April 6, 2010 and shall remain in full force and effect through April 5, 2015. It shall automatically be renewed from year-to-year thereafter, unless either party shall notify the other, in writing, at least ninety (90) calendar days prior to the termination date, that it desires to modify or terminate the Agreement.

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

BALA NURSING AND RETIREMENT
CENTER

By: 
Henry Nicholas
President

By: 

APPENDIX "A" SIDE LETTER

The Union and the Employer agree, during the life of this agreement, to meet with the Union to negotiate rates for the maintenance and receptionist positions prior to hiring any new Employees for these positions.

NATION UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES AFSCME,
AFL-CIO, AND ITS AFFILIATE
DISTRICT #199C

BALA NURSING AND RETIREMENT
CENTER

By: 

Henry Nicholas
President

By: 

EXHIBIT A: DUES CHECKOFF

Hospital	Social Security No.	Init. Fee	Job Cat.	Dues Amt.	Starting Date
PLEASE DO NOT WRITE IN ABOVE SPACE - FOR OFFICE USE ONLY					

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

Please print

Name _____ Date _____

Address _____ Apt. _____

City/State _____ Zip _____

Employed at _____ 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 and AFL-CIO.

Signed _____ Soc. Sec. No. _____

CHECK-OFF AUTHORIZATION

To: _____ Date _____ 20____ (the Employer)

You are directed to deduct from any wages earned or to be earned by me as your employee such amount as may be established by the National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO and become due to it as my membership dues and/or fees or assessments in said UNION or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly pay checks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

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

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

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

Print Name _____ Soc. Sec. No. _____

Dept. _____ Signature _____

Address _____

EXHIBIT B: CONSCIENTIOUS OBJECTOR CHECKOFF

Date _____

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, AFSCME, AFL-CIO, 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 shall be deducted from my pay and remitted to the charity no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement, whichever is sooner, and shall, however, renew itself from year to year unless the employee gives written notice addressed to the Employer at the following address:

at least fifteen (15) days prior to any termination date of the revocation of this authorization. At the same time, notice must be given to the Union at District 1199C, 1319 Locust Street, Philadelphia, PA 19107 fifteen (15) days prior to any termination date of the revocation of this authorization.

Social Security No. _____

Clock No. _____

Signature _____

Department _____

Address _____

EXHIBIT C: CREDIT UNION CHECKOFF

Effective Date: _____

TO: _____ (Name of Employer)

You are hereby authorized and directed to deduct from gross wages the sum of \$ _____ each pay period, and to remit such deductions to the District 1199C Credit Union, no later than the 10th day of each month following the month in which the deductions are made. This authorization shall be revocable in writing, copies of which are sent to the Employer and to the District 1199C Credit Union, unless this authorization is executed as security for or as a manner or method of repayment of a loan from the District 1199C Credit Union doing business in Philadelphia, PA, and in such latter event, the same shall be in full force and effect until the loan from the District 1199C Credit Union has been paid in full.

Signature _____

Print Name _____

Address _____

Social Security Number _____

Job Title _____

EXHIBIT D: POLITICAL ACTION CHECKOFF

District 1199C Political Action Fund Pledge

PLEASE PRINT

Name _____

Address _____ Phone _____

City _____ State _____ Zip Code _____

Employed at _____

Department _____ Job Title _____

Amount of Pledge _____ per yr. Soc. Sec. No. _____

Signature _____ Date _____

Register and Vote!

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

Date _____

To: _____
(Name of Employer)

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

Soc. Sec. No. _____ Signature _____

Dept. _____ Home Address _____